

**Memorandum of Agreement**  
**Between the**  
**State of New York, Office of Children and Family Services,**  
**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) commence as of October 1, 2021 and end, unless extended by mutual agreement of the parties, on December 31, 2021.
2. This Memorandum of Agreement (MOA) shall only apply to the following OCFS facilities:
  - a. Brookwood Secure Center for Youth
  - b. Goshen Secure Center
  - c. MacCormick Secure Center
  - d. Industry Residential Center
  - e. Finger Lakes Residential Center
  - f. Highland Residential Center
  - g. Taberg Residential Center for Girls
  - h. Harriet Tubman Residential Center
  - i. Brentwood Residential Center
3. The only titles eligible to participate under the terms of this MOA are as follows:
  - a. Youth Development Aide (YDA) 2
  - b. Youth Development Aide (YDA) 3
  - c. Youth Development Aide (YDA) 4
  - d. Youth Counselor (YC) 1
  - e. Youth Counselor (YC) 2

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


4. Pursuant to this MOA, OCFS establishes a temporary overtime rate for the duration of this MOA and applicable to the titles listed in paragraph 3 above, at a rate of 2.5 times their regular rate of pay. The overtime rate shall apply to all individuals who are in titles listed in paragraph 3 above and shall not be reduced for the duration of this MOA. Nothing herein authorizes OCFS to pay overtime below the overtime rate currently established in the applicable collective bargaining agreement.
5. The parties agree that OCFS 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. Number of call outs by applicable title during the period of the MOA
  - e. Reduction in the number of occurrences of mandated overtime

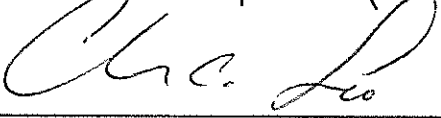
All data should be available by day, week, or month and, where relevant, OCFS will produce comparable data from prior periods upon request.

6. OCFS 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. OCFS 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 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 overtime earned and worked during shifts that begin after 12:00 am October 1, 2021 and before 11:59pm December 31, 2021. For any shift beginning at or after 12:00am on January 1, 2022, the overtime 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. Any disputes over the interpretation or application of this MOA that cannot be resolved between a union and OCFS 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 OCFS for resolution.

DATED: September 30, 2021

For CSEA:   
Daren J. Rylkiewicz, CSEA General Counsel

For PEF:   
Christopher C. Leo, Chief of Staff

For OCFS: \_\_\_\_\_

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