

**Memorandum of Agreement
between
The State of New York
and
United University Professions
regarding
Scheduling of Hospital Employees Who Work Shifts**

Changes in the work schedules of professional employees who work in departments or units that operate on a shift basis at the University Hospitals or the Long Island State Veterans Home (LISVH) shall be made as provided herein.

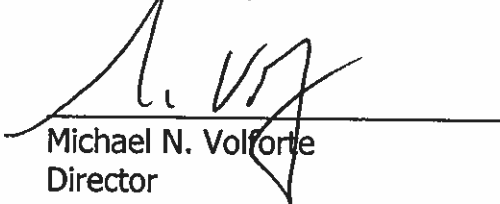
1. When there is a need to adjust the start and end times of existing shifts by no more than two hours, change existing work-day/pass-day configurations (e.g. 5 days on/2 days off, alternating weekends, one week-end a month, etc.), or change the assignment of employees to existing shifts and/or pass days such changes may be made with written notice to UUP at the campus level and with the consent of the employee(s) affected. In the absence of consent by affected employees, such changes may only be made after meeting and consultation with UUP. Such consultation shall include consideration of alternative solutions and/or proposals addressing employee concerns. This consultation shall occur at the campus level and shall include the UUP chapter president and/or the recognized UUP designee for the campus involved.
2. When, following consent or consultation as provided in (1) above, there is a need to change the assignment of employees to shifts and/or pass days, seniority, as defined below, shall be used to determine the order of selection among employees in the same department or unit who normally perform the same work and/or who cross cover for each other.
3. Employees affected by a change in work schedule as provided in (2) above shall be provided with a minimum of 30 calendar days written notice of such change, except in temporary emergencies. Where possible, additional notice is encouraged. When assigning changes herein, the employee(s) impacted by the

change may submit evidence of hardship to management for consideration in determining length of notice. Notice may be waived by mutual consent.

4. "Temporary Emergency" as used in this Agreement shall mean an unscheduled situation or circumstance which is expected to be of limited duration and either presents a clear and imminent danger to persons or property or is likely to interfere with the conduct of the hospital's statutory mandates or programs. When changes in shifts or pass days are necessary due to temporary emergency, volunteers will be sought first, if feasible. If there are no volunteers, or seeking volunteers is not feasible, employees will be temporarily reassigned based on seniority (i.e. least senior employee(s) first in order of seniority).
5. Shift and pass day assignments shall not be made for the purpose of imposing discipline.
6. Lunch periods shall not be extended for the purpose of increasing the work time of professional employees in units or departments that operate on a shift basis.
7. Nothing contained above shall limit the development at the campus level of procedures regarding the assignment of employees to positions, work schedules, shifts or pass days consistent with the provisions herein. Discussions regarding such procedures shall include the UUP chapter president and/or the recognized UUP designee for the campus involved.
8. For the purposes of this agreement, "seniority" will be defined as the length of consecutive service in the bargaining unit in each department or unit whether full-time or part-time, including all time on approved leave whether paid or unpaid. Any period of separation from service of one year or less will not be included but will not interrupt consecutive service for seniority purposes. Part-time non-*per diem* employees, regardless of length of service, will be treated as less senior than full-time non-*per diem* employees but will be entitled have their seniority considered relative to other part-time employees. *Per diem* employees, regardless of length of service, will be treated as less senior than non-*per diem* employees but will be entitled to have their seniority considered relative to other *per diem* employees.

9. This agreement is not intended to replace any established practice or procedure currently in effect regarding scheduling of holidays or use of accrued leave time or regarding assigning overtime or on-call/recall. Nothing herein shall be interpreted to limit the development of policies or procedures regarding scheduling of holidays or use of accrued leave time or regarding assigning overtime or on-call/recall if mutually desired.
10. This agreement does not apply to scheduling changes not expressly discussed or addressed herein and shall not be interpreted to waive any management or union right or prerogative regarding hours of work and/or scheduling of employees not expressly discussed or addressed herein.
11. Disputes concerning the interpretation, application or claimed violation of a specific term or provision of this agreement shall be subject to the Article 7 Grievance Procedure contained in the State/UUP Agreement.

For the State:

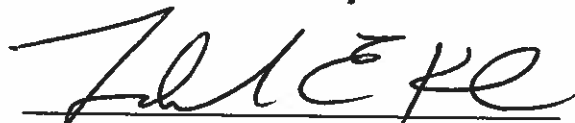


Michael N. Volforte
Director
GOER

Date:

September 11, 2019

For United University Professions:




Frederick E. Kowal
President
UUP

Date:

September 3, 2019

For the State University of New York:



Liesl K. Zwicklbauer
Associate Vice Chancellor, Employee Relations
SUNY

Date:

Septmeber 18, 2019