

Memorandum of Agreement
Between the
State of New York, State University of New York
and
the United University Professions

The parties hereby agree as follows to a pilot program:

1. The terms of the memorandum of agreement (MOA) commence as of October 14, 2021 and end, unless extended by mutual agreement of the parties, on January 30, 2022.
2. This Memorandum of Agreement (MOA) shall only apply to the following SUNY providers:
 - a. Upstate University Hospital
 - b. Stony Brook University Hospital
 - c. University Hospital of Brooklyn
 - d. Long Island State Veterans Home
3. This MOA shall only be applicable if a SUNY provider listed in paragraph 2 opts into the program (at a SUNY provider's sole discretion).
4. The only UUP titles eligible for this pilot are as follows:
 - a. **Group 1:** The pilot is only authorized for employees with the below titles that are non-exempt or classified as overtime eligible:
 - i. TH CTS EKG Associates
 - ii. TH CTS EKG Specialist
 - iii. TH Clinical Laboratory Technologist 1,2,3,4
 - iv. TH Respiratory Therapist 1,2,3
 - v. TH Medical Radiographer 1,2,3
 - vi. TH CTS Anesthesia Associate
 - vii. TH CTS Anesthesia Specialist
 - viii. TH CTS EEG Associate
 - ix. TH CTS EEG Specialist
 - x. TH CTS Operating Room Associate
 - xi. TH CTS Operation Room Specialist
 - xii. TH Pharmacy Assistant
 - xiii. TH CTS Cardiology Assistant
 - xiv. TH CTS Cardiology Associate
 - xv. TH CTS Cardiology Specialist
 - xvi. TH Medical Instrumentation Sr Specialist
 - xvii. TH Medical Instrumentation Associate
 - xviii. TH Medical Instrumentation Specialist
 - xix. TH Radiation Therapist 1,2
 - xx. TH Physical Therapy Assistant 1,2
 - xxi. TH Clinical Technical Services Sterile Supply Associate
 - xxii. Th CTS Vascular Assoc
 - xxiii. Th CTS Vascular Asst
 - xxiv. Th CTS Vascular Spec

- b. **Group 2:** Only when used for employees in these titles who are non-exempt/OT eligible and whose roles are directly related to the provision of health care services or providing patient access as determined by campus leadership. The pilot is not authorized for individuals working in roles that are office-based roles (such as general office support, financial services, accounting, marketing, and purchasing), IT roles, etc.
- i. TH Instruc Supp Spec. – for example, Behavioral Health Specialists
 - ii. TH Instruc Supp Asst. – for example, Patient Access Reps or Registrars, Clinical Lab Support Techs or Assistants, OB Techs, Phlebotomists
 - iii. TH Instruc Supp Assc. – for example, Lead Ophthalmic Tech, Specimen Receiving Coordinator
 - iv. TH Staff Assistant 1, 2 – for example, Patient Access Reps or Registrars, Clinical Lab Support Techs or Assistants, OB Techs, Phlebotomists, Outpatient Administration Specialist, Patient Call Center Representatives

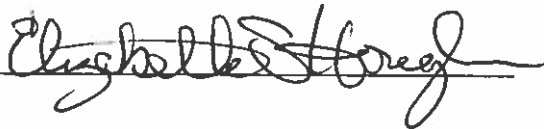
The above examples are illustrative of employees whose roles presumptively meet the stated criteria for eligibility. They are not intended to preclude the inclusion of other employees in Group 2 state titles whose roles meet the criteria for eligibility.

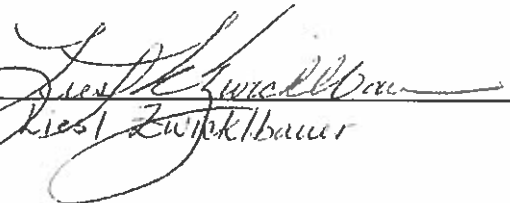
The parties may discuss and agree to add additional state titles where warranted.

5. Each SUNY provider that opts into the pilot will establish a temporary overtime rate for the duration of this MOA and applicable to specified individuals in the titles listed in paragraph 4 above, up to a rate of 2.5 times their regular rate of pay. Such rate shall be subject to the approval of SUNY System Administration, who shall make a final determination and ensure that the steps necessary to implement the decision are taken. Once established, the overtime rate shall apply to all non-exempt/overtime eligible individuals in the titles listed in paragraph 4(a) above and all non-exempt/overtime eligible individuals in titles listed in 4(b), above, whose roles are directly related to the provision of health care service or providing patient access. Such rate shall not be reduced for the duration of this MOA. Nothing herein authorizes a SUNY provider to go below the overtime rate currently established in the applicable collective bargaining agreement.
6. This agreement is only for non-exempt/overtime eligible employees who work more than 40 hours in a workweek. For those employees who have a regular workweek consisting of 37.5 hours, time worked between 37.5 hours and 40 shall be accounted for by providing GAP time at straight time pursuant to the GAP Time Compensatory Time Memorandum of Understanding between the parties, signed December 17, 2002.
7. The parties agree that during this pilot that all providers who opt into the pilot must track the following for the duration of the pilot and transmit this information to SUNY System Administration. All data should be available by day, week, or month and, where relevant, providers must be able to produce comparable data from prior periods upon request. The data to be tracked is
- a. Hours of applicable OT by title and rate during the pilot period
 - b. Incremental cost of increased OT wage rates during the pilot period; by title and cumulative
 - c. Cost avoidance associated with the use of contract staff (if applicable)
 - d. Number of positions vacated by applicable title during the pilot period
 - e. Number of call outs by applicable title during the pilot period
 - f. Reduction in the number of occurrences of mandated overtime
8. SUNY providers and the local union shall convene in labor-management, as soon as practicable, to discuss implementation of the pilot, applicable overtime rate, and notice of rate to employees. In addition, they will continue to meet, as needed, to discuss issues associated with the pilot.

9. SUNY System Administration and the union shall convene in labor-management, at mutually agreeable times, to discuss issues associated with the pilot and/or to share regular updates of the information that is being collected pursuant to paragraph 7.
10. This pilot 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 pilot MOA is not a waiver of any collective bargaining agreement or statutory rights regarding overtime.
11. This pilot shall apply to all overtime earned and worked during the period October 14, 2021 to January 29, 2022. The pilot shall not be applicable to overtime earned and worked on January 30, 2022 forward at which time the overtime rate will revert to the rate normally applicable to any such eligible title that is part of the pilot. The parties are free to discuss an extension of the pilot but absent a written agreement to the contrary, the pilot will expire as outlined herein.
12. Any disputes over the interpretation or application of this MOA that cannot be resolved between the union and SUNY System Administration shall immediately be brought to the attention of the President of UUP and the Director of GOER (or their respective designees) who will agree upon a resolution of the issue and communicate that to SUNY System Administration for resolution.

DATED: October 20, 2021

For UUP: 

For SUNY: 
Lisa Zwickbauer

For GOER: 