S T A T E O F N E W Y O R K

8030

2013-2014 Regular Sessions

I N A S S E M B L Y

June 16, 2013

Introduced by M. of A. ABBATE -- (at request of the Governor) -- read once and referred to the Committee on Ways and Means

AN ACT implementing an agreement between the state and an employee organization; providing for the adjustment of salaries of certain incumbents in the professional service in the state university; certain employees of the contract colleges of Cornell and Alfred Universities and making an appropriation therefor

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Definitions. 1. For purposes of this act, "professional services unit" means the collective negotiating unit designated as the professional services negotiating unit in the state university of New York established pursuant to article 14 of the civil service law.

2. For purposes of this act, "the agreement" means a collectively negotiated agreement entered into in 2013 between the state and the employee organization representing members of the professional services unit.

3. For purposes of this act, "the employee organization" means the employee organization representing members of the professional services unit.

S 2. Adjustment to salaries and other compensation of certain incumbents in positions in the professional service in the state university. 1. The basic annual salaries as of June 30, 2014, of incumbents of positions in the professional service in the state university in the professional services unit, other than positions described in subdivision 11 of this section, shall be increased by 2 percent, adjusted to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 1, 2014 for employees having a calendar year or college year professional obligation or (b) commencing the first day of the payroll period closest to September 1, 2014 for employees having an academic year professional obligation, except that certain incumbents at

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

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the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control, for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase commencing the first day of the payroll period closest to July 1, 2014. Notwithstanding the above, for employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increase, shall be granted said salary increase effective August 14, 2014.

2. The basic annual salaries as of June 30, 2015, of incumbents of positions in the professional service in the state university in the professional services unit, other than positions described in subdivision 11 of this section, shall be increased by 2 percent, adjusted to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 1, 2015, for employees having a calendar year or college year professional obligation, or (b) commencing the first day of the payroll period closest to September 1, 2015, for employees having an academic year professional obligation, except that certain incumbents at the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase commencing the first day of the payroll period closest to July 1, 2015. Notwithstanding the above provisions of this subdivision, employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase effective August 13, 2015.

3. Notwithstanding the provisions of subdivisions 1 or 2 of this section, an employee in service on April 30 of 2014 or 2015, whose employment expired prior to July 1 of either such year and who would have been eligible for the salary increase provided for in subdivision 1 or 2 of this section if the employee's employment had continued through July 1 of that year, shall be eligible for the salary increase provided for in subdivision 1 or 2 of this section if the employee is reemployed in an equivalent position for at least one semester or the equivalent of the twelve-month period commencing on July 1 of such year.

4. Notwithstanding the provisions of subdivisions 1 or 2 of this section, an employee in service during a portion of the twelve-month period commencing on July 1 of 2014 or 2015, for at least one semester or the equivalent, but whose employment expired prior to July 1 of the following year, shall be eligible for the salary increase provided for such year in subdivision 1 or 2 of this section if the employee is reemployed in an equivalent position for at least one semester or the equivalent of the twelve-month period commencing on July 1 of such following year.

5. The provisions of this subdivision shall apply to incumbents of positions in the professional services unit, other than positions described in subdivision eleven of this section. (a) For each of the years 2013, 2014 and 2015, there shall be available an amount equal to one-half of 1 percent (0.5%) of the total of the basic annual salaries on June 30 of each such year of incumbents to whom the provisions of this subdivision apply, for distribution to such incumbents as one-time

lump sum bonus payments made by the state university trustees in their discretion.

(b) For the year 2016, there shall be available an amount equal to 1 percent (1.0%) of the total of the basic annual salaries on June 30 of such year of incumbents to whom the provisions of this subdivision apply, for distribution to such incumbents as one-time lump sum bonus payments made by the state university trustees in their discretion.

(c) Such lump sum payments as described in paragraphs (a) and (b) of this subdivision shall be made to incumbents on the payroll on June 30 of each year and at the time of payment and shall occur not later than December 31 of each year. Such lump sum payments shall be in addition to and shall not be a part of an employee's basic annual salary, provided, however, that such payments shall be included as compensation for retirement purposes. The total of the basic annual salaries on June 30 shall include the total salaries of part-time faculty employees in service on April 30 of that year, but whose employment expires prior to July 1 of such year. If the part-time faculty employee is reemployed prior to the distribution of the pool, the employee will be eligible for a discretionary increase at the discretion of the state university trustees.

6. Chancellor's power of SUNY performance incentive payment. The provisions of this subdivision shall apply to incumbents of positions in the professional services unit, other than positions described in subdivision 11 of this section. (a) Pursuant to the terms of the agreement, effective July 1, 2013, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 500 dollars added to the basic annual salary of eligible incumbents as of June 30, 2013 at the discretion of the chancellor. Such payment shall occur not later than December 31, 2013 and shall be retroactive to incumbents on the payroll effective July 1, 2013 or September 1, 2013, as appropriate to professional obligation, and who are active on the payroll at the time of payment. Incumbents who worked at least one semester during the twelve-month period commencing July 1, 2012 and whose employment expires prior to July 1, 2013 shall be eligible for the payment if they are reemployed and active on the payroll on the effective date of the payment. In addition, pursuant to the terms of the agreement, this payment shall be pro-rated for eligible part-time employees based on a formula to be agreed to by the state and the employee organization representing members of the professional services unit.

(b) Pursuant to the terms of the agreement, effective July 1, 2014, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 250 dollars added to the basic annual salary of eligible incumbents as of June 30, 2014 at the discretion of the chancellor. Such payment shall occur not later than December 31, 2014 and shall be retroactive to incumbents on the payroll effective July 1, 2014 or September 1, 2014, as appropriate to professional obligation, and who are active on the payroll at the time of payment. Incumbents who worked at least one semester during the twelve-month period commencing July 1, 2013 and whose employment expires prior to July 1, 2014 shall be eligible for the payment if they are reemployed and active on the payroll on the effective date of the payment. In addition, pursuant to the terms of the agreement, this payment shall be pro-rated for eligible part-time employees based on a formula to be agreed to by the state and the employee organization representing members of the professional services unit.

(c) Pursuant to the terms of the agreement, effective July 1, 2015, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 500 dollars added to the basic annual salary of eligible incumbents as of June 30, 2015 at the discretion of the chancellor. Such payment shall occur not later than December 31, 2015 and shall be retroactive to incumbents on the payroll effective July 1, 2015 or September 1, 2015, as appropriate to professional obligation, and who are active on the payroll at the time of payment. Incumbents who worked at least one semester during the twelve-month period commencing July 1, 2014 and whose employment expires prior to July 1, 2015 shall be eligible for the payment if they are reemployed and active on the payroll on the effective date of the payment. In addition, pursuant to the terms of the agreement, this payment shall be pro-rated for eligible part-time employees based on a formula to be agreed to by the state and the employee organization representing members of the professional services unit.

7. Location compensation of certain incumbents in positions in the professional service of the state university. (a) Employees in positions in the professional services unit who are full-time employees and whose work station is: (i) in the city of New York, or in the county of Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled to location pay at the annual rate of 3,026 dollars effective January 1, 2009, or (ii) in the county of Dutchess, Putnam or Orange shall continue to be entitled to location pay at the annual rate of 1,513 dollars effective January 1, 2009.

(b) Payments made under paragraph (a) of this subdivision shall be paid biweekly and shall be in addition to and not part of the basic annual salary of such employees, provided, however, that any amount payable pursuant to this subdivision shall be included as compensation for retirement purposes.

(c) Notwithstanding the provisions of paragraph (a) of this subdivision, a full-time employee on an authorized leave of absence who is receiving a part-time salary, but who would have been otherwise eligible for the location compensation set forth in paragraph (a) of this subdivision, shall be eligible for such location compensation, on a pro-rated basis, and shall be paid the appropriately pro-rated amount of the location compensation, which pro-rated amount shall be consistent with the part-time salary of that employee.

8. (a) Pursuant to the terms of the agreement, full-time employees in the professional services unit who have been granted permanent or continuing appointment at the campus at which they currently are employed, effective on or after July 2, 2011 and on or before January 1, 2013, or full-time employees who have been granted a second five-year term appointment at the campus at which they are currently employed under Article XI, Title A of the policies of the board of trustees of the state university of New York, effective on or after July 2, 2011 and on or before January 1, 2013, or employees who have completed seven consecutive years of full-time service in Appendix C of the agreement, Lecturer, or Appendix B of the agreement, Section 4 - Division III Sports, effective on or before January 1, 2013, shall receive a one-time advance to basic annual salary of 500 dollars. Such advance shall be effective on January 1, 2013, shall be made as soon as practicable, and shall be added to and become part of such employee's basic annual salary. Eligible employees who receive such appointments after January 1, 2013 shall also receive such advance to basic annual salary of 500 dollars, to occur as soon as practicable thereafter.

(b) Pursuant to the terms of the agreement, part-time employees in the professional services unit who have completed at least eight years of consecutive service at the campus at which they are currently employed on or after July 2, 2011, shall receive a lump sum payment in the amount of 500 dollars. Such payment shall be made as soon as practicable thereafter, and shall be in addition to and shall not be a part of an employee's basic annual salary, provided, however, that such payment shall be included as compensation for retirement purposes. Pursuant to the terms of the agreement, part-time employees are eligible to receive this payment every eight years thereafter of consecutive service at the campus at which they are currently employed. In no event shall a part-time employee be eligible for a service award, as described in this paragraph, more than once every eight years.

9. Minimum basic annual salary. (a) This subdivision shall apply to employees in the professional services unit, except those who are not paid on the basis of a basic annual salary.

(b) The basic annual salary minimums as of June 30, 2014, as provided for in the agreement, shall be increased by 2 percent, adjusted to the nearest whole dollar amount, on the dates of the salary increase provided for in subdivision 1 of this section.

(c) The basic annual salary minimums as of June 30, 2015, as provided for in the agreement, shall be increased by 2 percent, adjusted to the nearest whole dollar amount, on the dates of the salary increase provided for in subdivision 2 of this section.

(d) A part-time employee who is paid on the basis of a pro-rated basic annual salary and who, if employed on a full-time basis, would be eligible to be paid a minimum basic annual salary, shall be paid a minimum basic annual salary which shall be the appropriately pro-rated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

(e) Notwithstanding the provisions of subdivision 1 of this section, incumbents to whom the provisions of subdivisions 1 and 2 of this section apply and who are in employment status on July 1, 2014, shall receive not less than the minimum basic annual salary in force on July 1, 2014, as provided for in the agreement, for the rank or grade in which such incumbent serves.

(f) An incumbent promoted on or after the effective dates, appropriate to the incumbent's professional obligation or the incumbent's date of eligibility for salary increases, of the salary increases provided for in subdivisions 1 and 2 of this section shall receive not less than the minimum basic annual salary provided for in the agreement for the rank or grade to which the incumbent has been promoted.

(g) An employee hired on or after the effective dates, appropriate to the employee's professional obligation or the employee's date of eligibility for salary increases, of the salary increases provided for in subdivisions 1 and 2 of this section shall receive not less than the minimum basic annual salary for the employee's rank or grade provided for in the agreement on the date the employee is placed in payroll status.

10. The increases in salary payable pursuant to subdivisions 1 and 2 of this section shall apply on a pro-rated basis to incumbents otherwise eligible to receive an increase in salary pursuant to this section, who are paid on an hourly or per diem basis, or who serve on a part-time basis or who are paid on any basis other than at an annual salary rate.

11. Notwithstanding any of the provisions of this section, the salary increases or payments provided by this section shall not apply to

employees deemed to be casual employees pursuant to the resolution of clarification petition CP 751 brought against the state by the employee organization representing the professional services unit; to extra service compensation; to summer session compensation; or to compensation derived from clinical practice plan arrangements; nor shall anything in this section be deemed to provide any adjustment in salary or other compensation of any person holding a chair established pursuant to section 239 of the education law.

12. Inconvenience pay. Pursuant to the terms of the agreement, effective July 2, 2011, an eligible employee, as provided for in the agreement, shall continue to be paid 575 dollars per year for working 4 or more hours between the hours of 6:00 p.m. and 6:00 a.m.

13. Basic annual salary. For the purposes of this section, basic annual salary is the amount of annual compensation payable to an employee for the performance of the employee's professional obligation, as such obligation is set forth in Title H, Article XI, of the policies of the board of trustees of the state university of New York, from state monies appropriated for such purpose. Nothing herein shall prevent increasing amounts paid to incumbents of positions of the professional service in the professional services unit in addition to the basic annual salary, provided however, that the amounts required for such other increases and the cost of fringe benefits attributable to such other increases, as determined by the comptroller, are made available to the state in accordance with procedures established by the state university; provided that the state university shall annually submit a report to the director of the budget specifying aggregate amounts by campus, sources and expenditure of such funds as payment for such increases.

14. Notwithstanding any of the foregoing provisions of this section, any increase in compensation may be withheld in whole or in part from any employee to whom the provisions of this section are applicable when, in the opinion of the chancellor of the state university of New York and the director of employee relations, such increase is not warranted or is not appropriate.

S 3. Compensation for certain state employees in the state university that are designated, stipulated, or excluded from negotiating units as managerial or confidential pursuant to article 14 of the civil service law and certain employees of contract colleges at Cornell and Alfred Universities. 1. The provisions of this subdivision shall apply only to incumbents of positions in bargaining unit 13 in the professional service of the state university that are designated, stipulated, or excluded from negotiating units as managerial or confidential pursuant to article 14 of the civil service law.

(a) For each of the years 2013, 2014 and 2015, there shall be available an amount equal to one-half of 1 percent (0.5%) of the total of the basic annual salaries on June 30 of each such year of incumbents to whom the provisions of this subdivision apply, for distribution, in whole or in part, to such incumbents as one-time lump sum bonus payments by the state university trustees, in their discretion, and subject to the approval of the chancellor.

(b) For the year 2016, there shall be available an amount equal to 1 percent (1.0%) of the total of the basic annual salaries on June 30 of such year of incumbents to whom the provisions of this subdivision apply, for distribution, in whole or in part, to such incumbents as one-time lump sum bonus payments by the state university trustees, in their discretion, and subject to the approval of the chancellor.

(c) If approved, such lump sum payments as described in paragraphs (a) and (b) shall be made to incumbents on the payroll on June 30 of each year and who are on the payroll at the time of payment. Such payment shall occur not later than December 31 of each year. Such lump sum payments shall be in addition to and shall not be a part of an employee's basic annual salary, provided, however, that such payments shall be included as compensation for retirement purposes.

2. Chancellor's power of SUNY performance incentive payment. The provisions of this subdivision shall apply only to incumbents of positions in bargaining unit 13 in the professional service of the state university that are designated, stipulated, or excluded from negotiating units as managerial or confidential pursuant to article 14 of the civil service law.

(a) Subject to the approval of the chancellor, effective July 1, 2013, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 500 dollars added to the basic annual salary of eligible incumbents on the payroll as of June 30, 2013 and who are on the payroll at the time of payment. Such payment shall occur not later than December 31, 2013. Subject to the approval of the chancellor, this payment shall be pro-rated for eligible part-time employees based on a formula established by the chancellor.

(b) Subject to the approval of the chancellor, effective July 1, 2014, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 250 dollars added to the basic annual salary of eligible incumbents on the payroll as of June 30, 2014 and who are on the payroll at the time of payment. Such payment shall occur not later than December 31, 2014. Subject to the approval of the chancellor, this payment shall be pro-rated for eligible part-time employees based on a formula established by the chancellor.

(c) Subject to the approval of the chancellor, effective July 1, 2015, there shall be a chancellor's power of SUNY performance incentive payment in the amount of 500 dollars added to the basic annual salary of eligible incumbents as of June 30, 2015 and who are on the payroll at the time of payment. Such payment shall occur not later than December 31, 2015. Subject to the approval of the chancellor, this payment shall be pro-rated for eligible part-time employees based on a formula established by the chancellor.

3. The compensation increases in subdivisions 1 and 2 of this section may also be provided by Cornell and Alfred Universities, within the appropriations available therefor, at their discretion, and with the approval of the state university trustees, to incumbents of positions in the institutions under the management of Cornell and Alfred Universities as representative of the board of trustees of the state university that, in the opinion of the director of employee relations, would be designated managerial or confidential were they subject to article 14 of the civil service law.

4. The salary increases provided for by this section shall not be implemented until the director of employee relations has delivered, to the director of the budget and the comptroller, a certificate that there is in effect a collectively negotiated agreement between the state and state employees in the professional services unit pursuant to article 14 of the civil service law, and ratified pursuant to the ratification procedure of the employee organization.

S 4. Recall compensation for certain state officers and employees within the professional services unit. 1. Notwithstanding any provision of law to the contrary and to the extent that the agreement so provides,

full-time professional employees (a) as defined by the policies of the board of trustees of the state university of New York within the professional services unit, who provide patient care services on a full-time basis in the areas of a hospital or clinic specified in the agreement, and who are eligible to accrue overtime credits, or (b) who are specifically identified by the college president as subject to recall, shall be considered to have worked a minimum of 4 hours each time they are recalled to work overtime after having completed their scheduled work period and left their scheduled work station. In the event any such eligible employee works in excess of 4 hours upon such recall, such employee shall receive overtime compensation for the hours actually worked. To the extent that the agreement so provides, any such full-time professional employee identified in paragraph (a) of this subdivision who is not eligible to accrue overtime credits but who is deemed eligible to receive recall compensation in accordance with the terms of the agreement shall receive additional compensation at the rate of one and one-half times the regular hourly rate of compensation for time actually worked when such professional employee is recalled to work after having completed the scheduled work period and left the scheduled work station, but, in no case, shall such professional employee receive less than 4 hours of additional compensation upon recall.

2. In addition to eligible full-time professional employees as set forth in subdivision 1 of this section, notwithstanding any provision of law to the contrary and to the extent that the agreement so provides, employees in positions at the campus specifically designated by the college president, in accordance with the terms of the agreement, as eligible for recall compensation, shall be considered to have worked a minimum of 4 hours each time they are recalled to work overtime after having completed their scheduled work period and left their scheduled work station. In the event any such eligible employee works in excess of 4 hours upon such recall, such employee shall receive overtime compensation for the hours actually worked.

3. Any employee eligible to receive compensation pursuant to this section who is recalled to work more than once during a period of 4 hours commencing with the onset of the initial recall will not be eligible for more than 4 hours of compensation in any form unless more than 4 hours is actually worked. Any compensation paid pursuant to this section shall be in addition to and not part of such employee's basic annual salary, provided however, that any amounts payable pursuant to this section shall be included as compensation for retirement purposes.

S 5. On-call compensation for certain state officers and employees in the professional services negotiating unit of the state university. Notwithstanding any provision of law to the contrary, any full-time professional employee or other employee eligible to receive compensation pursuant to section four of this act, who is required to be available for immediate recall and who must be prepared to return to duty within a limited period of time, may be granted additional compensation for each day such employee is actually scheduled to remain and remains available for recall. Such additional compensation shall be paid at a rate established pursuant to the agreement. Such compensation shall be in addition to and not part of such employee's basic annual salary, provided however, that any amount payable pursuant to this section shall be included as compensation for retirement purposes.

S 6. Health insurance coverage for part-time employees in the professional services negotiating unit of the state university. Notwithstanding any provision of law to the contrary, any employee serving in a

position within the professional services negotiating unit of the state university who serves on a part-time basis and is otherwise ineligible to receive health insurance coverage may participate in the state health insurance program provided that such part-time employee pays the full premium cost for the coverage provided by such health insurance program.

S 7. Statewide joint labor-management committees for certain state officers and employees. 1. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning the major issues of professional development and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

2. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning employment related issues as required by provisions of the agreement and administering the continuity of employment fund subject to the approval of the state and the employee organization.

3. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning issues of safety in the workplace and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

4. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning matters of mutual interest in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and military status and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

5. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning issues of health benefits and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

6. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning issues of technology and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

7. During the period July 2, 2013 through July 1, 2016, there shall be a Tripartite Redeployment Committee administered pursuant to the terms of the agreement, which shall have the responsibility for reviewing and discussing issues related to redeployment consideration and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

8. During the period July 2, 2013 through July 1, 2016, there shall be a statewide joint labor-management committee established and adminis-

tered pursuant to the terms of the agreement, which shall have the responsibility for studying, making recommendations and approving campus grants that would benefit groups of employees at one or more campuses and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

S 8. Notwithstanding any provision of law to the contrary, the appropriations contained in this act shall be available to the state for the payment of grievance and arbitration settlements and awards pursuant to article 7 of the agreement.

S 9. The salary increases and benefit modifications, and any other modifications to the terms and conditions of employment provided for by this act for state employees in the professional services unit, shall not be implemented until the director of employee relations has delivered, to the director of the budget and the comptroller, a certificate that there is in effect with respect to such negotiating unit a collectively negotiated agreement which provides for such increases and modifications and which is fully executed in writing with the state pursuant to article 14 of the civil service law, and ratified pursuant to the ratification procedure of the employee organization.

S 10. Notwithstanding any other provision of law to the contrary, where, and to the extent that, the agreement so provides, an employee is affected as a result of the state's exercise of its right to contract out, and in the event that such affected employee obtains employment with the contractor, the employee shall not be barred from accepting such employment as provided for in the agreement.

S 11. Notwithstanding any inconsistent provision of law, where and to the extent that any agreement between the state and the employee organization entered into pursuant to article 14 of the civil service law so provides on behalf of employees in the professional services unit, effective January 1, 2014, the state shall contribute an amount designated in such agreement and for the period covered by such agreement to the accounts of such employees enrolled for dependent care deductions pursuant to subdivision 7 of section 201-a of the state finance law. Such amounts shall be from funds appropriated herein and shall not be part of basic annual salary for overtime or retirement purposes.

S 12. Date of entitlement to salary increase. Notwithstanding the provisions of this act or of any other law, the increase in salary or compensation of any officer or employee provided by this act shall be added to the salary or compensation of such officer or employee at the beginning of that payroll period the first day of which is nearest to the effective date of such increase as provided in this act, or at the beginning of the earlier of two payroll periods the first days of which are nearest but equally near to the effective date of such increase as provided in this act, provided, however, that for the purposes of determining the salary of such officer or employee upon reclassification, reallocation, appointment, promotion, transfer, demotion, reinstatement or other change of status, such salary increase shall be deemed to be effective on the date thereof as prescribed in this act, and the payment thereof pursuant to this section on a date prior thereto, instead of on such effective date, and shall not operate to confer any additional salary rights or benefits on such officer or employee. Payment of such salary increase may be deferred pursuant to section thirteen of this act.

S 13. Deferred payment of salary increase. Notwithstanding the provisions of any other section of this act or of any other law, pending payment pursuant to this act of the basic annual salaries of incumbents

of positions subject to this act, such incumbents shall receive, as partial compensation for services rendered, the rate of compensation otherwise payable in their respective positions. An incumbent holding a position subject to this act at any time during the period from the effective dates of the salary increases provided for in this act until the time when basic annual salaries are first paid pursuant to this act for such services in excess of the compensation actually received therefor, shall be entitled to a lump sum payment for the difference between the salary to which such incumbent is entitled for such services and the compensation actually received therefor. Such lump sum payments shall be made as soon as practicable. The amounts paid under this act shall count as compensation earned during the year or years for which it is calculated and not as compensation earned wholly in the year in which it is paid. Notwithstanding any law, rule or regulation to the contrary, no member of the professional services unit to whom the provisions of this act apply shall be entitled to, or owed, any interest or other penalty for any reason on any monies due to such member pursuant to the terms of this act and the terms of the agreement covering employees in the professional services unit.

S 14. Use of appropriations. The comptroller is authorized to pay any amounts required during the fiscal year commencing April 1, 2013, by the provisions of this act for any state department or agency from any appropriation or other funds available to such state department or agency for personal service or for other related employee benefits during such fiscal year. To the extent that such appropriations are insufficient in any fund to accomplish the purposes herein set forth, the director of the budget is authorized to allocate to the various departments and agencies, from any appropriations available in any fund, the amounts necessary to pay such amounts. The aforementioned appropriations shall be available for payment of any liabilities or obligations incurred prior to April 1, 2013 in addition to current liabilities.

S 15. Payment from special or administrative funds. If the compensation to which officers and employees of the state are otherwise entitled is payable from a special or administrative fund or funds of the state, other than the general fund or the capital projects fund of the state, the increase in compensation to which such officers or employees are entitled under this act shall be payable from such other fund or funds in the same manner as such other compensation. If the amounts appropriated or allocable from such other fund or funds are insufficient to accomplish the purposes of this act, the director of the budget is hereby authorized to allocate such additional sums from such other fund or funds as may be necessary therefor.

S 16. Effect of participation in special annuity program. No employee participating in a special annuity program pursuant to the provisions of article 8-C of title 1 of the education law shall, by reason of an increase in compensation pursuant to this act, suffer any reduction of the salary adjustment to which such officer or employee would otherwise be entitled by reason of participation in such program, and such salary adjustment shall be based upon the salary of such officer or employee without regard to the reduction authorized by said article.

S 17. Appropriations. Notwithstanding any provision of the state finance law or any other provision of law to the contrary, the several amounts as hereinafter set forth, or so much thereof as may be necessary, are hereby appropriated from the fund so designated for use by any state department or agency, including the contract colleges at Alfred and Cornell, for the fiscal year beginning April 1, 2013, to supplement

appropriations available for fringe benefits, and to carry out the provisions of this act. Moreover, the amounts appropriated as non-personal service may be suballocated to any state department or agency as needed. The monies hereby appropriated are available for payment of any liabilities or obligations incurred prior to April 1, 2013 in addition to liabilities or obligations associated with the fiscal year commencing April 1, 2013. No money shall be available for expenditure from this appropriation until a certificate of approval of availability has been issued by the director of the budget and a copy of such certificate or any amendment thereto has been filed with the state comptroller, the chair of the senate finance committee and the chair of the assembly ways and means committee.

NONPERSONAL SERVICE

For services and expenses to carry out the provisions of this act, including, but not limited to: adjustments to compensation, funding for professional development, safety and health, employee assistance programs, the employment committee, the affirmative action committee and the technology committee, the tripartite redeployment committee and the campus grants committee and for family benefit programs, including but not limited to the employer's share of dependent care, for employees of the state university of New York in the collective negotiating unit designated as the professional services negotiating unit $3,182,000
For the joint committee on health benefits $175,000

S 18. This act shall take effect immediately and shall be deemed to have been in full force and effect on and after July 2, 2011.