

5799

2013-2014 Regular Sessions

I N S E N A T E

June 14, 2013

Introduced by Sen. SAVINO -- (at request of the Governor) -- read twice
and ordered printed, and when printed to be committed to the Committee
on Rules

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 ASSEM-
BLY, DO ENACT AS FOLLOWS:

1 Section 1. Definitions. 1. For purposes of this act, "professional
2 services unit" means the collective negotiating unit designated as the
3 professional services negotiating unit in the state university of New
4 York established pursuant to article 14 of the civil service law.
5 2. For purposes of this act, "the agreement" means a collectively
6 negotiated agreement entered into in 2013 between the state and the
7 employee organization representing members of the professional services
8 unit.
9 3. For purposes of this act, "the employee organization" means the
10 employee organization representing members of the professional services
11 unit.
12 S 2. Adjustment to salaries and other compensation of certain incum-
13 bents in positions in the professional service in the state university.
14 1. The basic annual salaries as of June 30, 2014, of incumbents of posi-
15 tions in the professional service in the state university in the profes-
16 sional services unit, other than positions described in subdivision 11
17 of this section, shall be increased by 2 percent, adjusted to the near-
18 est whole dollar amount (a) commencing the first day of the payroll
19 period closest to July 1, 2014 for employees having a calendar year or
20 college year professional obligation or (b) commencing the first day of
21 the payroll period closest to September 1, 2014 for employees having an

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

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1 academic year professional obligation, except that certain incumbents at
2 the state university of New York at Binghamton, the colleges of technol-
3 ogy and the agriculture and technology colleges heretofore specifically
4 identified by the department of audit and control, for the purpose of
5 establishing the effective date of eligibility for salary increases
6 shall be granted said salary increase commencing the first day of the
7 payroll period closest to July 1, 2014. Notwithstanding the above, for
8 employees having an academic year professional obligation and who are in
9 a 21 pay period status, for the purpose of establishing the effective
10 date of eligibility for salary increase, shall be granted said salary
11 increase effective August 14, 2014.

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

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

41 4. Notwithstanding the provisions of subdivisions 1 or 2 of this
42 section, an employee in service during a portion of the twelve-month
43 period commencing on July 1 of 2014 or 2015, for at least one semester
44 or the equivalent, but whose employment expired prior to July 1 of the
45 following year, shall be eligible for the salary increase provided for
46 such year in subdivision 1 or 2 of this section if the employee is reem-
47 ployed in an equivalent position for at least one semester or the equiv-
48 alent of the twelve-month period commencing on July 1 of such following
49 year.

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

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

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

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

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

40 (b) Pursuant to the terms of the agreement, effective July 1, 2014,
41 there shall be a chancellor's power of SUNY performance incentive
42 payment in the amount of 250 dollars added to the basic annual salary of
43 eligible incumbents as of June 30, 2014 at the discretion of the chan-
44 cellor. Such payment shall occur not later than December 31, 2014 and
45 shall be retroactive to incumbents on the payroll effective July 1, 2014
46 or September 1, 2014, as appropriate to professional obligation, and who
47 are active on the payroll at the time of payment. Incumbents who worked
48 at least one semester during the twelve-month period commencing July 1,
49 2013 and whose employment expires prior to July 1, 2014 shall be eligi-
50 ble for the payment if they are reemployed and active on the payroll on
51 the effective date of the payment. In addition, pursuant to the terms of
52 the agreement, this payment shall be pro-rated for eligible part-time
53 employees based on a formula to be agreed to by the state and the
54 employee organization representing members of the professional services
55 unit.

1 (c) Pursuant to the terms of the agreement, effective July 1, 2015,
2 there shall be a chancellor's power of SUNY performance incentive
3 payment in the amount of 500 dollars added to the basic annual salary of
4 eligible incumbents as of June 30, 2015 at the discretion of the chan-
5 cellor. Such payment shall occur not later than December 31, 2015 and
6 shall be retroactive to incumbents on the payroll effective July 1, 2015
7 or September 1, 2015, as appropriate to professional obligation, and who
8 are active on the payroll at the time of payment. Incumbents who worked
9 at least one semester during the twelve-month period commencing July 1,
10 2014 and whose employment expires prior to July 1, 2015 shall be eligi-
11 ble for the payment if they are reemployed and active on the payroll on
12 the effective date of the payment. In addition, pursuant to the terms of
13 the agreement, this payment shall be pro-rated for eligible part-time
14 employees based on a formula to be agreed to by the state and the
15 employee organization representing members of the professional services
16 unit.

17 7. Location compensation of certain incumbents in positions in the
18 professional service of the state university. (a) Employees in positions
19 in the professional services unit who are full-time employees and whose
20 work station is: (i) in the city of New York, or in the county of
21 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled
22 to location pay at the annual rate of 3,026 dollars effective January 1,
23 2009, or (ii) in the county of Dutchess, Putnam or Orange shall continue
24 to be entitled to location pay at the annual rate of 1,513 dollars
25 effective January 1, 2009.

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

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

39 8. (a) Pursuant to the terms of the agreement, full-time employees in
40 the professional services unit who have been granted permanent or
41 continuing appointment at the campus at which they currently are
42 employed, effective on or after July 2, 2011 and on or before January 1,
43 2013, or full-time employees who have been granted a second five-year
44 term appointment at the campus at which they are currently employed
45 under Article XI, Title A of the policies of the board of trustees of
46 the state university of New York, effective on or after July 2, 2011 and
47 on or before January 1, 2013, or employees who have completed seven
48 consecutive years of full-time service in Appendix C of the agreement,
49 Lecturer, or Appendix B of the agreement, Section 4 - Division III
50 Sports, effective on or before January 1, 2013, shall receive a one-time
51 advance to basic annual salary of 500 dollars. Such advance shall be
52 effective on January 1, 2013, shall be made as soon as practicable, and
53 shall be added to and become part of such employee's basic annual sala-
54 ry. Eligible employees who receive such appointments after January 1,
55 2013 shall also receive such advance to basic annual salary of 500
56 dollars, to occur as soon as practicable thereafter.

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

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

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

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

25 (d) A part-time employee who is paid on the basis of a pro-rated basic
26 annual salary and who, if employed on a full-time basis, would be eligi-
27 ble to be paid a minimum basic annual salary, shall be paid a minimum
28 basic annual salary which shall be the appropriately pro-rated amount of
29 the minimum basic annual salary that would have been paid to the employ-
30 ee had the employee been employed on a full-time basis.

31 (e) Notwithstanding the provisions of subdivision 1 of this section,
32 incumbents to whom the provisions of subdivisions 1 and 2 of this
33 section apply and who are in employment status on July 1, 2014, shall
34 receive not less than the minimum basic annual salary in force on July
35 1, 2014, as provided for in the agreement, for the rank or grade in
36 which such incumbent serves.

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

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

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

55 11. Notwithstanding any of the provisions of this section, the salary
56 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,

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

22 2. In addition to eligible full-time professional employees as set
23 forth in subdivision 1 of this section, notwithstanding any provision of
24 law to the contrary and to the extent that the agreement so provides,
25 employees in positions at the campus specifically designated by the
26 college president, in accordance with the terms of the agreement, as
27 eligible for recall compensation, shall be considered to have worked a
28 minimum of 4 hours each time they are recalled to work overtime after
29 having completed their scheduled work period and left their scheduled
30 work station. In the event any such eligible employee works in excess of
31 4 hours upon such recall, such employee shall receive overtime compen-
32 sation for the hours actually worked.

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

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

54 S 6. Health insurance coverage for part-time employees in the profes-
55 sional services negotiating unit of the state university. Notwithstand-
56 ing 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-

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

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

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

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

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

36 S 12. Date of entitlement to salary increase. Notwithstanding the
37 provisions of this act or of any other law, the increase in salary or
38 compensation of any officer or employee provided by this act shall be
39 added to the salary or compensation of such officer or employee at the
40 beginning of that payroll period the first day of which is nearest to
41 the effective date of such increase as provided in this act, or at the
42 beginning of the earlier of two payroll periods the first days of which
43 are nearest but equally near to the effective date of such increase as
44 provided in this act, provided, however, that for the purposes of deter-
45 mining the salary of such officer or employee upon reclassification,
46 reallocation, appointment, promotion, transfer, demotion, reinstatement
47 or other change of status, such salary increase shall be deemed to be
48 effective on the date thereof as prescribed in this act, and the payment
49 thereof pursuant to this section on a date prior thereto, instead of on
50 such effective date, and shall not operate to confer any additional
51 salary rights or benefits on such officer or employee. Payment of such
52 salary increase may be deferred pursuant to section thirteen of this
53 act.

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

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

20 S 14. Use of appropriations. The comptroller is authorized to pay any
21 amounts required during the fiscal year commencing April 1, 2013, by the
22 provisions of this act for any state department or agency from any
23 appropriation or other funds available to such state department or agen-
24 cy for personal service or for other related employee benefits during
25 such fiscal year. To the extent that such appropriations are insuffi-
26 cient in any fund to accomplish the purposes herein set forth, the
27 director of the budget is authorized to allocate to the various depart-
28 ments and agencies, from any appropriations available in any fund, the
29 amounts necessary to pay such amounts. The aforementioned appropriations
30 shall be available for payment of any liabilities or obligations
31 incurred prior to April 1, 2013 in addition to current liabilities.

32 S 15. Payment from special or administrative funds. If the compen-
33 sation to which officers and employees of the state are otherwise enti-
34 tled is payable from a special or administrative fund or funds of the
35 state, other than the general fund or the capital projects fund of the
36 state, the increase in compensation to which such officers or employees
37 are entitled under this act shall be payable from such other fund or
38 funds in the same manner as such other compensation. If the amounts
39 appropriated or allocable from such other fund or funds are insufficient
40 to accomplish the purposes of this act, the director of the budget is
41 hereby authorized to allocate such additional sums from such other fund
42 or funds as may be necessary therefor.

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

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

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

13

NONPERSONAL SERVICE

14 For services and expenses to carry out the
15 provisions of this act, including, but not
16 limited to: adjustments to compensation,
17 funding for professional development,
18 safety and health, employee assistance
19 programs, the employment committee, the
20 affirmative action committee and the tech-
21 nology committee, the tripartite redeploy-
22 ment committee and the campus grants
23 committee and for family benefit programs,
24 including but not limited to the employ-
25 er's share of dependent care, for employ-
26 ees of the state university of New York in
27 the collective negotiating unit designated
28 as the professional services negotiating
29 unit \$3,182,000
30 For the joint committee on health benefits \$175,000

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