

STATE OF NEW YORK

11227

IN ASSEMBLY

June 15, 2018

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Abbate) --
(at request of the Governor) -- read once and referred to the Committee on Governmental Employees

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; providing for the adjustment of salaries of certain employees of the state university of New York who are excluded from collective bargaining and certain employees of the contract colleges of Cornell and Alfred universities; and making an appropriation for the purpose of effectuating certain provisions thereof

The People of the State of New York, represented in Senate and Assembly, 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 2018 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 § 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, 2016, of incumbents of
15 positions in the professional service in the state university in the
16 professional services unit, other than positions described in subdivi-
17 sion fifteen of this section, shall be increased by 2 percent, adjusted
18 to the nearest whole dollar amount (a) commencing the first day of the
19 payroll period closest to July 2, 2016 for employees having a calendar
20 year or college year professional obligation or (b) commencing the first
21 day of the payroll period closest to September 1, 2016 for employees

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

LBD12065-03-8

1 having an academic year professional obligation, except that certain
2 incumbents at the state university of New York at Binghamton, the
3 colleges of technology and the agriculture and technology colleges here-
4 tofore specifically identified by the department of audit and control,
5 for the purpose of establishing the effective date of eligibility for
6 salary increases shall be granted said salary increase commencing the
7 first day of the payroll period closest to July 2, 2016. Notwithstand-
8 ing the above provisions of this subdivision, for employees having an
9 academic year professional obligation and who are in a 21 pay period
10 status, for the purpose of establishing the effective date of eligibil-
11 ity for salary increase, shall be granted said salary increase effective
12 August 25, 2016. Notwithstanding the above provisions of this subdivi-
13 sion, to be eligible for the retroactive pay increase set forth in this
14 subdivision, a member of the unit must have been on the payroll on the
15 date of ratification of the agreement and a retired employee must have
16 been on the payroll on or after the effective date of the increase.
17 Members of the unit who left the payroll before ratification or the
18 effective date of the increase for a reason other than retirement are
19 not eligible for retroactive pay for this increase.

20 2. The basic annual salaries as of June 30, 2017, of incumbents of
21 positions in the professional service in the state university in the
22 professional services unit, other than positions described in subdivi-
23 sion fifteen of this section, shall be increased by 2 percent, adjusted
24 to the nearest whole dollar amount (a) commencing the first day of the
25 payroll period closest to July 1, 2017, for employees having a calendar
26 year or college year professional obligation, or (b) commencing the
27 first day of the payroll period closest to September 1, 2017, for
28 employees having an academic year professional obligation, except that
29 certain incumbents at the state university of New York at Binghamton,
30 the colleges of technology and the agriculture and technology colleges
31 heretofore specifically identified by the department of audit and
32 control for the purpose of establishing the effective date of eligibil-
33 ity for salary increases, shall be granted said salary increase commenc-
34 ing the first day of the payroll period closest to July 1, 2017.
35 Notwithstanding the above provisions of this subdivision, employees
36 having an academic year professional obligation and who are in a 21 pay
37 period status, for the purpose of establishing the effective date of
38 eligibility for salary increases, shall be granted said salary increase
39 effective August 24, 2017. Notwithstanding the above provisions of this
40 subdivision, to be eligible for the retroactive pay increase set forth
41 in this subdivision, a member of the unit must have been on the payroll
42 on the date of ratification of the agreement and a retired employee must
43 have been on the payroll on or after the effective date of the increase.
44 Members of the unit who left the payroll before ratification or the
45 effective date of the increase for a reason other than retirement are
46 not eligible for retroactive pay for this increase.

47 3. The basic annual salaries as of June 30, 2018, of incumbents of
48 positions in the professional service in the state university in the
49 professional services unit, other than positions described in subdivi-
50 sion fifteen of this section, shall be increased by 2 percent, adjusted
51 to the nearest whole dollar amount (a) commencing the first day of the
52 payroll period closest to July 1, 2018, for employees having a calendar
53 year or college year professional obligation, or (b) commencing the
54 first day of the payroll period closest to September 1, 2018, for
55 employees having an academic year professional obligation, except that
56 certain incumbents at the state university of New York at Binghamton,

1 the colleges of technology and the agriculture and technology colleges
2 heretofore specifically identified by the department of audit and
3 control for the purpose of establishing the effective date of eligibil-
4 ity for salary increases, shall be granted said salary increase commenc-
5 ing the first day of the payroll period closest to July 1, 2018.
6 Notwithstanding the above provisions of this subdivision, employees
7 having an academic year professional obligation and who are in a 21 pay
8 period status, for the purpose of establishing the effective date of
9 eligibility for salary increases, shall be granted said salary increase
10 effective August 23, 2018.

11 4. The basic annual salaries as of June 30, 2019, of incumbents of
12 positions in the professional service in the state university in the
13 professional services unit, other than positions described in subdivi-
14 sion fifteen of this section, shall be increased by 2 percent, adjusted
15 to the nearest whole dollar amount (a) commencing the first day of the
16 payroll period closest to July 1, 2019, for employees having a calendar
17 year or college year professional obligation, or (b) commencing the
18 first day of the payroll period closest to September 1, 2019, for
19 employees having an academic year professional obligation, except that
20 certain incumbents at the state university of New York at Binghamton,
21 the colleges of technology and the agriculture and technology colleges
22 heretofore specifically identified by the department of audit and
23 control for the purpose of establishing the effective date of eligibil-
24 ity for salary increases, shall be granted said salary increase commenc-
25 ing the first day of the payroll period closest to July 1, 2019.
26 Notwithstanding the above provisions of this subdivision, employees
27 having an academic year professional obligation and who are in a 21 pay
28 period status, for the purpose of establishing the effective date of
29 eligibility for salary increase, shall be granted said salary increase
30 effective August 22, 2019.

31 5. The basic annual salaries as of June 30, 2020, of incumbents of
32 positions in the professional service in the state university in the
33 professional services unit, other than positions described in subdivi-
34 sion fifteen of this section, shall be increased by 2 percent, adjusted
35 to the nearest whole dollar amount (a) commencing the first day of the
36 payroll period closest to July 1, 2020, for employees having a calendar
37 year or college year professional obligation, or (b) commencing the
38 first day of the payroll period closest to September 1, 2020, for
39 employees having an academic year professional obligation, except that
40 certain incumbents at the state university of New York at Binghamton,
41 the colleges of technology and the agriculture and technology colleges
42 heretofore specifically identified by the department of audit and
43 control for the purpose of establishing the effective date of eligibil-
44 ity for salary increases, shall be granted said salary increase commenc-
45 ing the first day of the payroll period closest to July 1, 2020.
46 Notwithstanding the above provisions of this subdivision, employees
47 having an academic year professional obligation and who are in a 21 pay
48 period status, for the purpose of establishing the effective date of
49 eligibility for salary increases, shall be granted said salary increase
50 effective August 20, 2020.

51 6. The basic annual salaries as of June 30, 2021, of incumbents of
52 positions in the professional service in the state university in the
53 professional services unit, other than positions described in subdivi-
54 sion fifteen of this section, shall be increased by 2 percent, adjusted
55 to the nearest whole dollar amount (a) commencing the first day of the
56 payroll period closest to July 1, 2021, for employees having a calendar

1 year or college year professional obligation, or (b) commencing the
2 first day of the payroll period closest to September 1, 2021, for
3 employees having an academic year professional obligation, except that
4 certain incumbents at the state university of New York at Binghamton,
5 the colleges of technology and the agriculture and technology colleges
6 heretofore specifically identified by the department of audit and
7 control for the purpose of establishing the effective date of eligibil-
8 ity for salary increases, shall be granted said salary increase commenc-
9 ing the first day of the payroll period closest to July 1, 2021.
10 Notwithstanding the above provisions of this subdivision, employees
11 having an academic year professional obligation and who are in a 21 pay
12 period status, for the purpose of establishing the effective date of
13 eligibility for salary increases, shall be granted said salary increases
14 effective August 19, 2021.

15 7. Notwithstanding the provisions of subdivision one, two, three,
16 four, five or six of this section, an employee in service on April 30 of
17 2016, 2017, 2018, 2019, 2020 or 2021, whose employment expired prior to
18 July 2, 2016 or July 1, 2017, 2018, 2019, 2020 or 2021, respectively,
19 and who would have been eligible for the salary increase provided for in
20 subdivision one, two, three, four, five or six of this section if the
21 employee's employment had continued through July 2 or July 1 of that
22 year, as appropriate, shall be eligible for the salary increase provided
23 for in subdivision one, two, three, four, five or six of this section if
24 the employee is reemployed in an equivalent position for at least one
25 semester or the equivalent of the twelve-month period commencing on July
26 2 or July 1 of such year, as appropriate.

27 8. Notwithstanding the provisions of subdivision one, two, three,
28 four, five or six of this section, an employee in service during a
29 portion of the twelve-month period commencing on July 1 of 2015, 2016,
30 2017, 2018, 2019 or 2020, for at least one semester or the equivalent,
31 but whose employment expired prior to July 1 of the following year,
32 shall be eligible for the salary increase provided for such year in
33 subdivision one, two, three, four, five or six of this section if the
34 employee is reemployed in an equivalent position for at least one semes-
35 ter or the equivalent of the twelve-month period commencing on July 1 of
36 such following year.

37 9. The provisions of this subdivision shall apply to incumbents of
38 positions in the professional services unit, other than positions
39 described in subdivision fifteen of this section.

40 (a) Pursuant to the terms of the agreement, for the year 2017, incum-
41 bents on the payroll on June 30, 2017 and at the time of payment shall
42 be paid a lump sum payment in the amount of 600 dollars. Part-time
43 employees shall be eligible for the lump sum payment of 600 dollars, at
44 a pro-rated amount, pursuant to the terms of the agreement. Incumbents
45 on the payroll on June 30, 2017 shall include those part-time employees
46 in service on April 30, 2017, but whose employment expired prior to July
47 1, 2017. Such lump sum payments shall not be added to basic annual sala-
48 ry and shall be payable as soon as practicable after ratification of the
49 agreement.

50 (b) Pursuant to the terms of the agreement, for the year 2018, there
51 shall be available an amount equal to 1 percent (1.0%) of the total of
52 the basic annual salaries on June 30, 2018 to whom the provisions of
53 this subdivision apply, for distribution to such incumbents as one-time
54 lump sum bonus payments made by the state university trustees in their
55 discretion. Such lump sum payments as described in this paragraph shall
56 be made to incumbents on the payroll on June 30, 2018 and at the time of

1 payment and shall occur not later than December 31, 2018. Such lump sum
2 payments shall be in addition to and shall not be a part of an employ-
3 ee's basic annual salary, provided, however, that such payments shall be
4 included as compensation for retirement purposes. The total of the basic
5 annual salaries on June 30, 2018 shall include the total salaries of
6 part-time employees in service on April 30, 2018, but whose employment
7 expires prior to July 1, 2018. If the part-time faculty employee is
8 reemployed prior to the distribution of the pool, the employee will be
9 eligible for a discretionary increase at the discretion of the state
10 university trustees.

11 (c) Pursuant to the terms of the agreement, for each of the years
12 2019, 2020, 2021 and 2022, there shall be available an amount equal to
13 one-half of 1 percent (0.5%) of the total of the basic annual salaries
14 on June 30 of each such year of incumbents to whom the provisions of
15 this subdivision apply, for distribution to such incumbents on the
16 payroll on June 30 of each such year and at the time of payment by the
17 state university trustees in their discretion. Pursuant to the terms of
18 the agreement, for each of the years 2019, 2020, 2021 and 2022, there
19 also shall be available an amount equal to one-half of 1 percent (0.5%)
20 of the total of the basic annual salaries on June 30 of each such year
21 of incumbents to whom the provisions of this subdivision apply, for
22 distribution to such incumbents on the payroll on June 30 of each such
23 year and at the time of payment by the state university trustees in
24 their discretion to address equity, compression and inversion issues.
25 Such distributions as described in this paragraph shall occur not later
26 than December 31 of each year, and shall be retroactive to July 1 of
27 such year for employees having a calendar year or college year profes-
28 sional obligation, or September 1 of such year for employees having an
29 academic year professional obligation. The total of the basic annual
30 salaries on June 30 shall include the total salaries of part-time facul-
31 ty employees in service on April 30 of that year, but whose employment
32 expires prior to July 1 of such year. If the part-time faculty employee
33 is reemployed prior to the distribution of the pool, the employee will
34 be eligible for a discretionary increase at the discretion of the state
35 university trustees, consistent with the terms of the agreement.

36 10. Location compensation of certain incumbents in positions in the
37 professional service of the state university. (a) Employees in positions
38 in the professional services unit who are full-time employees and whose
39 work station is: (i) in the city of New York, or in the county of
40 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled
41 to location pay at the annual rate of 3,026 dollars effective January 1,
42 2009, or (ii) in the county of Dutchess, Putnam or Orange shall continue
43 to be entitled to location pay at the annual rate of 1,513 dollars
44 effective January 1, 2009.

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

50 (c) Notwithstanding the provisions of paragraph (a) of this subdivi-
51 sion, a full-time employee on an authorized leave of absence who is
52 receiving a part-time salary, but who would have been otherwise eligible
53 for the location compensation set forth in paragraph (a) of this subdivi-
54 sion, shall be eligible for such location compensation, on a pro-rated
55 basis, and shall be paid the appropriately pro-rated amount of the

1 location compensation, which pro-rated amount shall be consistent with
2 the part-time salary of that employee.

3 11. (a) Pursuant to the terms of the agreement, full-time employees in
4 the professional services unit who have been granted permanent or
5 continuing appointment at the campus at which they currently are
6 employed, or full-time employees who have been granted a second five-
7 year term appointment at the campus at which they are currently employed
8 under Article XI, Appendix A of the policies of the board of trustees of
9 the state university of New York, shall receive a one-time advance to
10 basic annual salary of 500 dollars. Employees who have completed seven
11 consecutive years of full-time service at the campus at which they are
12 currently employed in the title of Lecturer or in any of the titles
13 listed in Article XI, Appendix B, Section 4 - Division III Sports, or
14 Article XI, Appendix C, shall receive a one-time advance to basic annual
15 salary of 500 dollars.

16 (b) Pursuant to the terms of the agreement, part-time employees in the
17 professional services unit who have completed at least eight years of
18 consecutive service at the campus at which they are currently employed,
19 shall receive a lump sum payment in the amount of 500 dollars. Such
20 payment shall be in addition to and shall not be a part of an employee's
21 basic annual salary, provided, however, that such payment shall be
22 included as compensation for retirement purposes. Pursuant to the terms
23 of the agreement, part-time employees are eligible to receive this
24 payment every eight years thereafter of consecutive service at the
25 campus at which they are currently employed. In no event shall a part-
26 time employee be eligible for a service award, as described in this
27 paragraph, more than once every eight years.

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

31 (b) The basic annual salary minimums as of June 30, 2016, as provided
32 for in the agreement, shall be increased by 2 percent, adjusted to the
33 nearest whole dollar amount, on the dates of the salary increase
34 provided for in subdivision one of this section.

35 (c) The basic annual salary minimums as of June 30, 2017, as provided
36 for in the agreement, shall be increased by 2 percent, adjusted to the
37 nearest whole dollar amount, on the dates of the salary increase
38 provided for in subdivision two of this section.

39 (d) The basic annual salary minimums as of June 30, 2018, as provided
40 for in the agreement, shall be increased by 2 percent, adjusted to the
41 nearest whole dollar amount, on the dates of the salary increase
42 provided for in subdivision three of this section.

43 (e) The basic annual salary minimums as of June 30, 2019, as provided
44 for in the agreement, shall be increased 2 percent, adjusted to the
45 nearest whole dollar amount, on the dates of the salary increase
46 provided for in subdivision four of this section.

47 (f) The basic annual salary minimums as of June 30, 2020, as provided
48 for in the agreement, shall be increased by 2 percent, adjusted to the
49 nearest whole dollar amount, on the dates of the salary increase
50 provided for in subdivision five of this section.

51 (g) The basic annual salary minimums as of June 30, 2021, as provided
52 for in the agreement, shall be increased by 2 percent, adjusted to the
53 nearest whole dollar amount, on the dates of the salary increase
54 provided for in subdivision six of this section.

55 (h) A part-time employee who is paid on the basis of a pro-rated basic
56 annual salary and who, if employed on a full-time basis, would be eligi-

ble 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.

(i) Notwithstanding the provisions of subdivision one of this section, incumbents to whom the provisions of subdivisions one, two, three, four, five and six of this section apply and who are in employment status on July 2, 2016, shall receive not less than the minimum basic annual salary in force on July 2, 2016, as provided for in the agreement, for the rank or grade in which such incumbent serves.

(j) 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 one, two, three, four, five and six 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.

(k) 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 one, two, three, four, five and six 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.

13. Part-time academic faculty minimum salary. (a) This subdivision shall apply to part-time academic employees in the professional services unit, except those who are paid on an hourly basis or on the basis of a basic annual salary.

(b) Pursuant to the terms of the agreement, salary minimums shall be established for part-time academic employees not paid on an hourly basis or on the basis of a basic annual salary, per three credit course. The credit hour equivalent for contact hours and other credit equivalencies will be determined by management based on the practice at each individual campus.

(c) Effective the semester beginning after July 1, 2019, as provided for in the agreement, the minimum salary for university centers and health science centers shall be 3,000 dollars, and the minimum salary for comprehensive and technology colleges shall be 2,500 dollars.

(d) Effective the semester beginning after July 1, 2020, as provided for in the agreement, the minimum salary for university centers shall be increased to 3,250 dollars, and the minimum salary for comprehensive and technology colleges shall be increased to 2,750 dollars.

(e) Effective the semester beginning after July 1, 2021, as provided for in the agreement, the minimum salary for university centers shall be increased to 3,500 dollars, and the minimum salary for comprehensive and technology colleges shall be increased to 3,000 dollars.

(f) Effective the semester beginning after July 1, 2022, as provided for in the agreement, the minimum salary for university centers shall be increased to 3,750 dollars, and the minimum salary for comprehensive and technology colleges shall be increased to 3,250 dollars.

(g) Pursuant to the terms of the agreement, part-time academic employees who are otherwise eligible to receive an increase in salary in accordance with subdivisions one, two, three, four, five and six of this section shall, if otherwise eligible, receive an increase in salary as set forth in subdivisions one, two, three, four, five and six of this

1 section, or the applicable part-time academic faculty minimum as set
2 forth in this subdivision, whichever is greater.

3 14. The increases in salary payable pursuant to subdivisions one, two,
4 three, four, five and six of this section shall apply on a pro-rated
5 basis to incumbents otherwise eligible to receive an increase in salary
6 pursuant to this section, who are paid on an hourly or per diem basis,
7 or who serve on a part-time basis or who are paid on any basis other
8 than at an annual salary rate.

9 15. Notwithstanding any of the provisions of this section, the salary
10 increases or payments provided by this section shall not apply to
11 employees deemed to be casual employees pursuant to the resolution of
12 clarification petition CP 751 brought against the state by the employee
13 organization representing the professional services unit; to extra
14 service compensation; to summer session compensation; or to compensation
15 derived from clinical practice plan arrangements; nor shall anything in
16 this section be deemed to provide any adjustment in salary or other
17 compensation of any person holding a chair established pursuant to
18 section 239 of the education law.

19 16. Inconvenience pay. Pursuant to the terms of the agreement, effec-
20 tive July 2, 2016, an eligible employee, as provided for in the agree-
21 ment, shall continue to be paid 575 dollars per year for working 4 or
22 more hours between the hours of 6:00 p.m. and 6:00 a.m.

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

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

44 § 3. Adjustment to salaries and hourly rates and other compensation of
45 certain eligible unit members in the collective negotiating unit desig-
46 nated as the professional services unit established pursuant to article
47 14 of the civil service law that are in lifeguard titles and who are in
48 positions designated as part of bargaining unit 68.

49 1. The percentage increases of this subdivision shall only apply to
50 certain eligible unit members in the professional services unit that are
51 in lifeguard titles and who are in positions designated as part of
52 bargaining unit 68.

53 (a) Effective April 1, 2016, the salary or hourly rate of certain
54 eligible unit members shall increase by 2 percent.

55 (b) Effective April 1, 2017, the salary or hourly rate of certain
56 eligible unit members shall increase by 2 percent.

1 (c) Effective April 1, 2018, the salary or hourly rate of certain
2 eligible unit members shall increase by 2 percent.

3 (d) Effective April 1, 2019, the salary or hourly rate of certain
4 eligible unit members shall increase by 2 percent.

5 (e) Effective April 1, 2020, the salary or hourly rate of certain
6 eligible unit members shall increase by 2 percent.

7 (f) Effective April 1, 2021, the salary or hourly rate of certain
8 eligible unit members shall increase by 2 percent.

9 (g) To be eligible for the increases set forth in paragraphs (a) and
10 (b) of this subdivision, an eligible unit member (i) must have been in
11 employment status on the effective date of the salary or hourly rate
12 increase or employed during a season that commences during the fiscal
13 year that includes such salary or hourly rate increase, and (ii) must
14 have been in employment status on April 1, 2018 or during a season that
15 commences in the fiscal year that includes April 1, 2018.

16 2. In accordance with the terms of the agreement, certain eligible
17 unit members who work at least 160 hours during the season (at least 20
18 days) shall be entitled to additional compensation at their hourly rate,
19 up to a maximum of eight hours, for time worked on each of the first
20 three days during their employment in any seasonal period (April 1 to
21 September 30 or October 1 to March 31) which are observed as holidays by
22 the state. Such compensation shall be paid retroactively upon completion
23 of five weeks of work.

24 3. Notwithstanding any of the foregoing provisions of this section,
25 any increase in compensation may be withheld in whole or in part from
26 any employee to whom the provisions of this section are applicable when,
27 in the opinion of the director of employee relations and the director of
28 the budget, such increase is not warranted or is not appropriate.

29 § 4. Recall compensation for certain state officers and employees
30 within the professional services unit. 1. Notwithstanding any provision
31 of law to the contrary and to the extent that the agreement so provides,
32 full-time professional employees (a) as defined by the policies of the
33 board of trustees of the state university of New York within the profes-
34 sional services unit, who provide patient care services on a full-time
35 basis in the areas of a hospital or clinic specified in the agreement,
36 and who are eligible to accrue overtime credits, or (b) who are specif-
37 ically identified by the college president as subject to recall, shall
38 be considered to have worked a minimum of 4 hours each time they are
39 recalled to work overtime after having completed their scheduled work
40 period and left their scheduled work station. In the event any such
41 eligible employee works in excess of 4 hours upon such recall, such
42 employee shall receive overtime compensation for the hours actually
43 worked. To the extent that the agreement so provides, any such full-time
44 professional employee identified in paragraph (a) of this subdivision
45 who is not eligible to accrue overtime credits but who is deemed eligi-
46 ble to receive recall compensation in accordance with the terms of the
47 agreement shall receive additional compensation at the rate of one and
48 one-half times the regular hourly rate of compensation for time actually
49 worked when such professional employee is recalled to work after having
50 completed the scheduled work period and left the scheduled work station,
51 but, in no case, shall such professional employee receive less than 4
52 hours of additional compensation upon recall.

53 2. In addition to eligible full-time professional employees as set
54 forth in subdivision one of this section, notwithstanding any provision
55 of law to the contrary and to the extent that the agreement so provides,
56 employees in positions at the campus specifically designated by the

1 college president, in accordance with the terms of the agreement, as
2 eligible for recall compensation, shall be considered to have worked a
3 minimum of 4 hours each time they are recalled to work overtime after
4 having completed their scheduled work period and left their scheduled
5 work station. In the event any such eligible employee works in excess of
6 4 hours upon such recall, such employee shall receive overtime compen-
7 sation for the hours actually worked.

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

16 § 5. On-call compensation for certain state officers and employees in
17 the professional services unit of the state university. Notwithstanding
18 any provision of law to the contrary, any full-time professional employ-
19 ee or other employee eligible to receive compensation pursuant to
20 section four of this act, who is required to be available for immediate
21 recall and who must be prepared to return to duty within a limited peri-
22 od of time, may be granted additional compensation for each day such
23 employee is actually scheduled to remain and remains available for
24 recall. Such additional compensation shall be paid at a rate established
25 pursuant to the agreement. Such compensation shall be in addition to and
26 not part of such employee's basic annual salary, provided however, that
27 any amount payable pursuant to this section shall be included as compen-
28 sation for retirement purposes.

29 § 6. Health insurance coverage for part-time employees in the profes-
30 sional services unit of the state university. Notwithstanding any
31 provision of law to the contrary, any employee serving in a position
32 within the professional services unit of the state university who serves
33 on a part-time basis and is otherwise ineligible to receive health
34 insurance coverage may participate in the state health insurance program
35 provided that such part-time employee pays the full premium cost for the
36 coverage provided by such health insurance program.

37 § 7. Statewide joint labor-management committees for certain state
38 officers and employees. 1. During the period July 2, 2016 through July
39 1, 2022, there shall be a statewide joint labor-management committee
40 continued and administered pursuant to the terms of the agreement, which
41 shall have the responsibility for studying and making recommendations
42 concerning the major issues of professional development and implementing
43 such agreements which may be entered into between the state and the
44 employee organization concerning such matters.

45 2. During the period July 2, 2016 through July 1, 2022, there shall be
46 a statewide joint labor-management committee continued and administered
47 pursuant to the terms of the agreement, which shall have the responsi-
48 bility for studying and making recommendations concerning employment
49 related issues as required by provisions of the agreement and adminis-
50 tering the continuity of employment fund subject to the approval of the
51 state and the employee organization.

52 3. During the period July 2, 2016 through July 1, 2022, there shall be
53 a statewide joint labor-management committee continued and administered
54 pursuant to the terms of the agreement, which shall have the responsi-
55 bility for studying and making recommendations concerning issues of
56 safety in the workplace and implementing such agreements which may be

1 entered into between the state and the employee organization concerning
2 such matters.

3 4. During the period July 2, 2016 through July 1, 2022, there shall be
4 a statewide joint labor-management committee continued and administered
5 pursuant to the terms of the agreement, which shall have the responsi-
6 bility for studying and making recommendations concerning matters of
7 mutual interest in the areas of equal employment and affirmative action
8 concerning minorities, women, persons with disabilities and military
9 status and implementing such agreements which may be entered into
10 between the state and the employee organization concerning such matters.

11 5. During the period July 2, 2016 through July 1, 2022, there shall be
12 a statewide joint labor-management committee continued and administered
13 pursuant to the terms of the agreement, which shall have the responsi-
14 bility for studying and making recommendations concerning issues of
15 health benefits and implementing such agreements which may be entered
16 into between the state and the employee organization concerning such
17 matters.

18 6. During the period July 2, 2016 through July 1, 2022, there shall be
19 a Tripartite Redeployment Committee administered pursuant to the terms
20 of the agreement, which shall have the responsibility for reviewing and
21 discussing issues related to redeployment consideration and implementing
22 such agreements which may be entered into between the state and the
23 employee organization concerning such matters.

24 7. During the period July 2, 2016 through July 1, 2022, there shall be
25 a statewide joint labor-management committee established and adminis-
26 tered pursuant to the terms of the agreement, which shall have the
27 responsibility for studying, making recommendations and approving campus
28 grants that would benefit groups of employees at one or more campuses
29 and implementing such agreements which may be entered into between the
30 state and the employee organization concerning such matters.

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

35 § 9. The salary increases and benefit modifications, and any other
36 modifications to the terms and conditions of employment provided for by
37 this act for state employees in the professional services unit, shall
38 not be implemented until the director of employee relations has deliv-
39 ered, to the director of the budget and the comptroller, a letter that
40 there is in effect with respect to such negotiating unit a collectively
41 negotiated agreement which provides for such increases and modifications
42 and which is fully executed in writing with the state pursuant to arti-
43 cle 14 of the civil service law, and ratified pursuant to the ratifica-
44 tion procedure of the employee organization.

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

51 § 11. Notwithstanding any inconsistent provision of law, where and to
52 the extent that any agreement between the state and the employee organ-
53 ization entered into pursuant to article 14 of the civil service law so
54 provides on behalf of employees in the professional services unit,
55 effective January 1, 2017, the state shall contribute an amount desig-
56 nated in such agreement and for the period covered by such agreement to

1 the accounts of such employees enrolled for dependent care deductions
2 pursuant to subdivision 7 of section 201-a of the state finance law.
3 Such amounts shall be from funds appropriated herein and shall not be
4 part of basic annual salary for overtime or retirement purposes.

5 § 12. Date of entitlement to salary or hourly rate increase. Notwith-
6 standing the provisions of this act or of any other law, the increase in
7 salary or compensation of any officer or employee provided by this act
8 shall be added to the salary or compensation of such officer or employee
9 at the beginning of that payroll period the first day of which is near-
10 est to the effective date of such increase as provided in this act, or
11 at the beginning of the earlier of two payroll periods the first days of
12 which are nearest but equally near to the effective date of such
13 increase as provided in this act, provided, however, that for the
14 purposes of determining the salary or hourly rate of such officer or
15 employee upon reclassification, reallocation, appointment, promotion,
16 transfer, demotion, reinstatement or other change of status, such salary
17 or hourly rate increase shall be deemed to be effective on the date
18 thereof as prescribed in this act, and the payment thereof pursuant to
19 this section on a date prior thereto, instead of on such effective date,
20 and shall not operate to confer any additional salary rights or benefits
21 on such officer or employee. Payment of such salary or hourly rate
22 increase may be deferred pursuant to section thirteen of this act.

23 § 13. Deferred payment of salary or hourly rate increase. Notwith-
24 standing the provisions of any other section of this act or of any other
25 law, pending payment pursuant to this act of the basic annual salaries
26 or compensation of incumbents of positions subject to this act, such
27 incumbents shall receive, as partial compensation for services rendered,
28 the rate of compensation otherwise payable in their respective posi-
29 tions. An incumbent holding a position subject to this act at any time
30 during the period from the effective dates of the salary or hourly rate
31 increases provided for in this act until the time when basic annual
32 salaries or compensation are first paid pursuant to this act for such
33 services in excess of the compensation actually received therefor, shall
34 be entitled to a lump sum payment for the difference between the salary
35 to which such incumbent is entitled for such services and the compen-
36 sation actually received therefor. Such lump sum payments shall be made
37 as soon as practicable. However, notwithstanding the provisions of this
38 section or of any other section of this act, the retroactive payments
39 resulting from the increases in basic annual salaries of eligible incum-
40 bents effective July 2, 2016 or September 1, 2016, pursuant to subdivi-
41 sion one of section two of this act, and those effective July 1, 2017 or
42 September 1, 2017, pursuant to subdivision two of section two of this
43 act, shall be aggregated in the form of a lump sum payment and made to
44 employees in two equal payments. The first payment shall be paid as soon
45 as practicable after ratification of the agreement and the second
46 payment shall be paid on the first day of the payroll period following
47 July 1, 2019. For the purpose of calculating retirement benefits, the
48 amounts paid under this act shall count as compensation earned during
49 the year or years for which it is calculated and not as compensation
50 earned wholly in the year in which it is paid. Notwithstanding any law,
51 rule or regulation to the contrary, no member of the professional
52 services unit to whom the provisions of this act apply shall be entitled
53 to, or owed, any interest or other penalty for any reason on any monies
54 due to such member pursuant to the terms of this act and the terms of
55 the agreement covering employees in the professional services unit.

1 § 14. Use of appropriations. The comptroller is authorized to pay any
2 amounts required during the fiscal year commencing April 1, 2018, by the
3 provisions of this act for any state department or agency from any
4 appropriation or other funds available to such state department or agen-
5 cy for personal service or for other related employee benefits during
6 such fiscal year. To the extent that such appropriations are insuffi-
7 cient in any fund to accomplish the purposes herein set forth, the
8 director of the budget is authorized to allocate to the various depart-
9 ments and agencies, from any appropriations available in any fund, the
10 amounts necessary to pay such amounts. The aforementioned appropriations
11 shall be available for payment of any liabilities or obligations
12 incurred prior to April 1, 2018 in addition to current liabilities.

13 § 15. Payment from special or administrative funds. If the compen-
14 sation to which officers and employees of the state are otherwise enti-
15 tled is payable from a special or administrative fund or funds of the
16 state, other than the general fund or the capital projects fund of the
17 state, the increase in compensation to which such officers or employees
18 are entitled under this act shall be payable from such other fund or
19 funds in the same manner as such other compensation. If the amounts
20 appropriated or allocable from such other fund or funds are insufficient
21 to accomplish the purposes of this act, the director of the budget is
22 hereby authorized to allocate such additional sums from such other fund
23 or funds as may be necessary therefor.

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

32 § 17. Appropriations. Notwithstanding any provision of the state
33 finance law or any other provision of law to the contrary, the sum of
34 three hundred eleven million dollars (\$311,000,000) is hereby appropri-
35 ated in the general fund/state purposes account (10050) in miscellane-
36 ous-all state departments and agencies solely for apportionment/transfer
37 by the director of the budget for use by any state department or agency,
38 including the contract colleges at Alfred and Cornell, in any fund for
39 the fiscal year beginning April 1, 2018, to supplement appropriations
40 available for personal service, other than personal service, and fringe
41 benefits, and to carry out the provisions of this act. No money shall be
42 available for expenditure from this appropriation until a certificate of
43 approval has been issued by the director of the budget and a copy of
44 such certificate or any amendment thereto has been filed with the state
45 comptroller, the chair of the senate finance committee and the chair of
46 the assembly ways and means committee. The monies hereby appropriated
47 are available for payment of any liabilities or obligations incurred
48 prior to April 1, 2018 in addition to liabilities or obligations associ-
49 ated with the fiscal year commencing April 1, 2018. Notwithstanding any
50 provision of law to the contrary, this appropriation shall remain in
51 full force and effect for the payment of liabilities incurred on or
52 before June 30, 2019.

53 § 18. The several amounts as hereinafter set forth, or so much thereof
54 as may be necessary, are hereby appropriated from the fund so designated
55 for use by any state department or agency for the fiscal year beginning
56 April 1, 2018 to supplement appropriations from each respective fund

1 available for personal service, other than personal service and fringe
2 benefits, and to carry out the provisions of this act. Notwithstanding
3 any provision of law to the contrary, the monies hereby appropriated are
4 available for payment of any liabilities or obligations incurred prior
5 to or during the period April 1, 2016 through June 30, 2019. No money
6 shall be available for expenditure from this appropriation until a
7 certificate of approval has been issued by the director of the budget
8 and a copy of such certificate or any amendment thereto has been filed
9 with the state comptroller, the chair of the senate finance committee,
10 and the chair of the assembly ways and means committee.

11 ALL STATE DEPARTMENTS AND AGENCIES

12 SPECIAL PAY BILLS

13 General Fund/State Operations
14 State Purposes Account - 003

15 Non-Personal Service

16 Joint Committee on Health Benefits & State-
17 wide Labor Management Committees \$8,700,000
18 Employee Benefit Fund \$1,600,000

19 § 19. Compensation for certain state employees in the state university
20 that are designated, stipulated, or excluded from negotiating units as
21 managerial or confidential pursuant to article 14 of the civil service
22 law and certain employees of contract colleges at Cornell and Alfred
23 universities.

24 1. The provisions of this subdivision shall apply only to incumbents
25 of positions in bargaining unit 13 in the professional service of the
26 state university that are designated, stipulated or excluded from nego-
27 tiating units as managerial or confidential pursuant to article 14 of
28 the civil service law.

29 (a) For the year 2017 there shall be made available a lump sum payment
30 amount of \$600 to whom the provisions of this subdivision apply, for
31 distribution, in whole or in part, to such incumbents as one-time lump
32 sum bonus payments by the state university trustees, in their
33 discretion, and subject to the approval of the chancellor and the direc-
34 tor of the budget.

35 (b) For the year 2018 there shall be available an amount equal to 1
36 percent (1.0%) of the total of the basic annual salaries on June 30 of
37 such year of incumbents to whom the provisions of this subdivision
38 apply, for distribution, in whole or in part, to such incumbents as
39 one-time lump sum bonus payments by the state university trustees, in
40 their discretion, and subject to the approval of the chancellor and the
41 director of the budget.

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

49 2. The compensation increases in subdivision one of this section may
50 also be provided by Cornell and Alfred universities, within available

1 appropriations, at their discretion, and with the requisite approval of
2 the state university trustees and the director of the budget, to incum-
3 bents of positions in the institutions under the management of Cornell
4 and Alfred universities as representative of the board of trustees of
5 the state university of New York that, in the opinion of the director of
6 employee relations, would be designated managerial or confidential were
7 they subject to article 14 of the civil service law.

8 3. The increases in salary or compensation provided for by this
9 section shall not be implemented until the director of employee
10 relations has delivered, to the director of the budget and the comp-
11 troller, a letter that there is in effect a collectively negotiated
12 agreement between the state and state employees in the professional
13 services unit pursuant to article 14 of the civil service law, and rati-
14 fied pursuant to the ratification procedure of the employee organiza-
15 tion.

16 § 20. This act shall take effect immediately and shall be deemed to
17 have been in full force and effect on and after July 2, 2016. Appropri-
18 ations made by this act shall remain in full force and effect for
19 liabilities incurred through June 30, 2019.