

STATE OF NEW YORK

7767

2023-2024 Regular Sessions

IN ASSEMBLY

June 7, 2023

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

AN ACT implementing an agreement between the state and an employee organization; providing for the adjustment of salaries of certain incumbents in the professional service in the state university; 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 2023 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, 2022, of incumbents in
15 positions in the professional service in the state university in the
16 professional services unit, other than positions described in subdivi-
17 sion fourteen 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, 2022 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, 2022 for employees
22 having an academic year professional obligation, except that certain

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

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1 incumbents at the state university of New York at Binghamton, the
2 colleges of technology and the agriculture and technology colleges here-
3 tofore specifically identified by the department of audit and control,
4 for the purpose of establishing the effective date of eligibility for
5 salary increases shall be granted said salary increase commencing the
6 first day of the payroll period closest to July 2, 2022. Notwithstand-
7 ing the above provisions of this subdivision, for employees having an
8 academic year professional obligation and who are in a 21 pay period
9 status, for the purpose of establishing the effective date of eligibil-
10 ity for salary increase, shall be granted said salary increase effective
11 August 18, 2022.

12 2. The basic annual salaries as of June 30, 2023, of incumbents in
13 positions in the professional service in the state university in the
14 professional services unit, other than positions described in subdivi-
15 sion fourteen of this section, shall be increased by 3 percent, adjusted
16 to the nearest whole dollar amount (a) commencing the first day of the
17 payroll period closest to July 1, 2023, 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, 2023, 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, 2023.
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 17, 2023.

32 3. The basic annual salaries as of June 30, 2024, of incumbents in
33 positions in the professional service in the state university in the
34 professional services unit, other than positions described in subdivi-
35 sion fourteen of this section, shall be increased by 3 percent, adjusted
36 to the nearest whole dollar amount (a) commencing the first day of the
37 payroll period closest to July 1, 2024, for employees having a calendar
38 year or college year professional obligation, or (b) commencing the
39 first day of the payroll period closest to September 1, 2024, for
40 employees having an academic year professional obligation, except that
41 certain incumbents at the state university of New York at Binghamton,
42 the colleges of technology and the agriculture and technology colleges
43 heretofore specifically identified by the department of audit and
44 control for the purpose of establishing the effective date of eligibil-
45 ity for salary increases, shall be granted said salary increase commenc-
46 ing the first day of the payroll period closest to July 1, 2024.
47 Notwithstanding the above provisions of this subdivision, employees
48 having an academic year professional obligation and who are in a 21 pay
49 period status, for the purpose of establishing the effective date of
50 eligibility for salary increases, shall be granted said salary increase
51 effective August 15, 2024.

52 4. The basic annual salaries as of June 30, 2025, of incumbents in
53 positions in the professional service in the state university in the
54 professional services unit, other than positions described in subdivi-
55 sion fourteen of this section, shall be increased by 3 percent, adjusted
56 to the nearest whole dollar amount (a) commencing the first day of the

1 payroll period closest to July 1, 2025, for employees having a calendar
2 year or college year professional obligation, or (b) commencing the
3 first day of the payroll period closest to September 1, 2025, for
4 employees having an academic year professional obligation, except that
5 certain incumbents at the state university of New York at Binghamton,
6 the colleges of technology and the agriculture and technology colleges
7 heretofore specifically identified by the department of audit and
8 control for the purpose of establishing the effective date of eligibil-
9 ity for salary increases, shall be granted said salary increase commenc-
10 ing the first day of the payroll period closest to July 1, 2025.
11 Notwithstanding the above provisions of this subdivision, employees
12 having an academic year professional obligation and who are in a 21 pay
13 period status, for the purpose of establishing the effective date of
14 eligibility for salary increase, shall be granted said salary increase
15 effective August 14, 2025.

16 5. Notwithstanding the provisions of subdivision one, two, three, or
17 four of this section, an employee in service on April 30 of 2022, 2023,
18 2024, or 2025, whose employment expired prior to July 2, 2022 or July 1,
19 2023, 2024, or 2025, respectively, and who would have been eligible for
20 the salary increase provided for in subdivision one, two, three, or four
21 of this section if the employee's employment had continued through July
22 2 or July 1 of that year, as appropriate, shall be eligible for the
23 salary increase provided for in subdivision one, two, three, or four of
24 this section if the employee is reemployed in an equivalent position for
25 at least one semester or the equivalent of the twelve-month period
26 commencing on July 2 or July 1 of such year, as appropriate.

27 6. Notwithstanding the provisions of subdivision one, two, three, or
28 four of this section, an employee in service during a portion of the
29 twelve-month period commencing on July 1 of 2021, 2022, 2023, or 2024,
30 for at least one semester or the equivalent, but whose employment
31 expired prior to July 1 of the following year, shall be eligible for the
32 salary increase provided for such year in subdivision one, two, three,
33 or four of this section if the employee is reemployed in an equivalent
34 position for at least one semester or the equivalent of the twelve-month
35 period commencing on July 1 of such following year.

36 7. The provisions of this subdivision shall apply to incumbents in
37 positions in the professional services unit, other than positions
38 described in subdivision thirteen of this section.

39 (a) Pursuant to the terms of the agreement, for the year 2023, incum-
40 bents on the payroll on June 30, 2023 and at the time of payment shall
41 be paid a lump sum payment in the amount of 400 dollars. Part-time
42 employees shall be eligible for the lump sum payment of 400 dollars, at
43 a pro-rated amount, pursuant to the terms of the agreement. Incumbents
44 on the payroll on June 30, 2023 shall include those part-time employees
45 in service on April 30, 2023, but whose employment expired prior to July
46 1, 2023. Such lump sum payments shall be added to basic annual salary
47 and shall be payable not later than December 31, 2023.

48 (b) Pursuant to the terms of the agreement, for the year 2024, there
49 shall be available an amount equal to .5 percent (.5%) of the total of
50 the basic annual salaries on June 30, 2024 to whom the provisions of
51 this subdivision apply, for distribution to such incumbents as payments
52 made by the state university trustees in their discretion. Such payments
53 as described in this paragraph shall be made to incumbents on the
54 payroll on June 30, 2024 and at the time of payment and shall occur not
55 later than December 31, 2024. Such payments shall be a part of an
56 employee's basic annual salary. The total of the basic annual salaries

1 on June 30, 2024 shall include the total salaries of part-time employees
2 in service on April 30, 2024, but whose employment expires prior to July
3 1, 2024. If the part-time faculty employee is reemployed prior to the
4 distribution of the pool, the employee will be eligible for a discre-
5 tionary increase at the discretion of the state university trustees.

6 (c) Pursuant to the terms of the agreement, for the year 2025, there
7 shall be available an amount equal to .5 percent (.5%) of the total of
8 the basic annual salaries on June 30, 2025 to whom the provisions of
9 this subdivision apply, for distribution to such incumbents as payments
10 made by the state university trustees in their discretion. Such payments
11 as described in this paragraph shall be made to incumbents on the
12 payroll on June 30, 2025 and at the time of payment and shall occur not
13 later than December 31, 2025. Such payments shall be a part of an
14 employee's basic annual salary. The total of the basic annual salaries
15 on June 30, 2025 shall include the total salaries of part-time employees
16 in service on April 30, 2025, but whose employment expires prior to July
17 1, 2025. If the part-time faculty employee is reemployed prior to the
18 distribution of the pool, the employee will be eligible for a discre-
19 tionary increase at the discretion of the state university trustees.

20 (d) Pursuant to the terms of the agreement, for the year 2026, there
21 shall be available an amount equal to .5 percent (.5%) of the total of
22 the basic annual salaries on June 30, 2026 to whom the provisions of
23 this subdivision apply, for distribution to such incumbents as payments
24 made by the state university trustees in their discretion. Such payments
25 as described in this paragraph shall be made to incumbents on the
26 payroll on June 30, 2026 and at the time of payment and shall occur not
27 later than December 31, 2026. Such payments shall be a part of an
28 employee's basic annual salary. The total of the basic annual salaries
29 on June 30, 2026 shall include the total salaries of part-time employees
30 in service on April 30, 2026, but whose employment expires prior to July
31 1, 2026. If the part-time faculty employee is reemployed prior to the
32 distribution of the pool, the employee will be eligible for a discre-
33 tionary increase at the discretion of the state university trustees.

34 8. Location compensation of certain incumbents in positions in the
35 professional service of the state university. (a) Employees in positions
36 in the professional services unit who are full-time employees and whose
37 work station is: (i) in the city of New York, or in the county of
38 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled
39 to location pay at the annual rate of 3,026 dollars effective January 1,
40 2009 increasing to 3,087 dollars effective July 1, 2023 and increasing
41 to 3,400 dollars effective July 1, 2024 and increasing to 4,000 dollars
42 effective July 1, 2025, or (ii) in the county of Dutchess, Putnam or
43 Orange shall continue to be entitled to location pay at the annual rate
44 of 1,513 dollars effective January 1, 2009 increasing to 1,543 dollars
45 effective July 1, 2023 and increasing to 1,650 dollars effective July 1,
46 2024 and increasing to 2,000 dollars effective July 1, 2025.

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

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

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

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

17 (b) Pursuant to the terms of the agreement, commencing July 1, 2024,
18 full-time employees who have been granted permanent or continuing
19 appointment by the Chancellor, at the campus at which they are currently
20 employed, or a second five-year term appointment, at the campus at which
21 they are currently employed in titles listed in Article XI, Appendix A
22 of the Policies, shall receive a one-time advance to basic annual salary
23 of \$1,000 (employees who previously received \$500 under paragraph (a) of
24 this subdivision shall only receive an additional \$500). Employees who
25 have completed seven consecutive years of full-time service at the
26 campus at which they are currently employed in the title of Lecturer, in
27 any qualified academic rank title, or in any of the titles listed in
28 Article XI, Appendix B, Section 4-Division III Sports, or Article XI,
29 Appendix C shall receive a one-time advance to basic annual salary of
30 \$1,000 (employees who previously received \$500 under paragraph (a) of
31 this subdivision shall only receive an additional \$500).

32 (c) Pursuant to the terms of the agreement, commencing July 1, 2025,
33 full-time employees who have received a payment pursuant to paragraph
34 (a) or (b) of this subdivision and who have completed twelve consecutive
35 years of full-time service at the campus at which they are currently
36 employed shall receive a one-time advance to basic annual salary of
37 \$800.

38 (d) Pursuant to the terms of the agreement, part-time employees in the
39 professional services unit who have completed at least eight years of
40 consecutive service at the campus at which they are currently employed,
41 shall receive a lump sum payment in the amount of \$500. Such payment
42 shall be in addition to and shall not be a part of an employee's basic
43 annual salary, provided, however, that such payment shall be included as
44 compensation for retirement purposes. Pursuant to the terms of the
45 agreement, part-time employees are eligible to receive this payment
46 every eight years thereafter of consecutive service at the campus at
47 which they are currently employed. In no event shall a part-time employ-
48 ee be eligible for a service award, as described in this paragraph, more
49 than once every eight years.

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

53 (b) The basic annual salary minimums as of June 30, 2022, as provided
54 for in the agreement, shall be increased as provided for in the agree-
55 ment, on the dates of the salary increase provided for in subdivision
56 one of this section.

1 (c) The basic annual salary minimums as of June 30, 2023, as provided
2 for in the agreement, shall be increased as provided for in the agree-
3 ment, on the dates of the salary increase provided for in subdivision
4 two of this section.

5 (d) The basic annual salary minimums as of June 30, 2024, as provided
6 for in the agreement, shall be increased as provided for in the agree-
7 ment, on the dates of the salary increase provided for in subdivision
8 three of this section.

9 (e) The basic annual salary minimums as of June 30, 2025, as provided
10 for in the agreement, shall be increased as provided for in the agree-
11 ment, on the dates of the salary increase provided for in subdivision
12 four of this section.

13 (f) A part-time employee who is paid on the basis of a pro-rated basic
14 annual salary and who, if employed on a full-time basis, would be eligi-
15 ble to be paid a minimum basic annual salary, shall be paid a minimum
16 basic annual salary which shall be the appropriately pro-rated amount of
17 the minimum basic annual salary that would have been paid to the employ-
18 ee had the employee been employed on a full-time basis.

19 (g) Notwithstanding the provisions of subdivision one of this section,
20 incumbents to whom the provisions of subdivisions one, two, three, and
21 four of this section apply shall receive an increase in salary as set
22 forth in subdivisions one, two, three, and four of this section or the
23 minimum basic annual salary in force, as provided for in the agreement,
24 for the rank or grade in which such incumbent serves, whichever is
25 greater.

26 (h) An incumbent promoted on or after the effective dates, appropriate
27 to the incumbent's professional obligation or the incumbent's date of
28 eligibility for salary increases, of the salary increases provided for
29 in subdivisions one, two, three, and four of this section shall receive
30 not less than the minimum basic annual salary provided for in the agree-
31 ment for the rank or grade to which the incumbent has been promoted.

32 (i) An employee hired on or after the effective dates, appropriate to
33 the employee's professional obligation or the employee's date of eligi-
34 bility for salary increases, of the salary increases provided for in
35 subdivisions one, two, three, and four of this section shall receive not
36 less than the minimum basic annual salary for the employee's rank or
37 grade provided for in the agreement on the date the employee is placed
38 in payroll status.

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

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

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

53 (d) Effective the semester beginning after July 1, 2023, as provided
54 for in the agreement, the minimum salary for university centers shall be
55 increased to 4,000 dollars, and the minimum salary for comprehensive and
56 technology colleges shall be increased to 3,500 dollars.

1 (e) Effective the semester beginning after July 1, 2024, as provided
2 for in the agreement, the minimum salary for university centers shall be
3 increased to 4,500 dollars, and the minimum salary for comprehensive and
4 technology colleges shall be increased to 4,000 dollars.

5 (f) Effective the semester beginning after July 1, 2025, as provided
6 for in the agreement, the minimum salary for university centers shall be
7 increased to 5,000 dollars, and the minimum salary for comprehensive and
8 technology colleges shall be increased to 4,500 dollars.

9 (g) Effective the semester beginning after July 1, 2026, as provided
10 for in the agreement, the minimum salary for university centers shall be
11 increased to 6,000 dollars, and the minimum salary for comprehensive and
12 technology colleges shall be increased to 5,500 dollars.

13 (h) Pursuant to the terms of the agreement, part-time academic employ-
14 ees who are otherwise eligible to receive an increase in salary in
15 accordance with subdivisions one, two, three, and four of this section
16 shall, if otherwise eligible, receive an increase in salary as set forth
17 in subdivisions one, two, three, and four of this section, or the appli-
18 cable part-time academic faculty minimum as set forth in this subdivi-
19 sion, whichever is greater.

20 12. Post-Graduate Year (PGY) Salary Schedules. Pursuant to the terms
21 of the agreement, employees in the professional services unit paid
22 according to the PGY Salary Schedules shall be paid according to the
23 salary schedules established and based on years of service effective
24 July 1 of 2022, 2023, 2024 and 2025.

25 13. The increases in salary payable pursuant to subdivisions one, two,
26 three, and four of this section shall apply on a pro-rated basis to
27 incumbents otherwise eligible to receive an increase in salary pursuant
28 to this section, who are paid on an hourly or per diem basis, or who
29 serve on a part-time basis or who are paid on any basis other than at an
30 annual salary rate.

31 14. Notwithstanding any of the provisions of this section, the salary
32 increases or payments provided by this section shall not apply to
33 employees deemed to be casual employees pursuant to the resolution of
34 clarification petition CP 751 brought against the state by the employee
35 organization representing the professional services unit; to extra
36 service compensation; to summer session compensation; or to compensation
37 derived from clinical practice plan arrangements; nor shall anything in
38 this section be deemed to provide any adjustment in salary or other
39 compensation of any person holding a chair established pursuant to
40 section 239 of the education law.

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

45 16. Basic annual salary. For the purposes of this section, basic annu-
46 al salary is the amount of annual compensation payable to an employee
47 for the performance of the employee's professional obligation, as such
48 obligation is set forth in Title H, Article XI, of the policies of the
49 board of trustees of the state university of New York, from state monies
50 appropriated for such purpose. Nothing herein shall prevent increasing
51 amounts paid to incumbents of positions of the professional service in
52 the professional services unit in addition to the basic annual salary,
53 provided however, that the amounts required for such other increases and
54 the cost of fringe benefits attributable to such other increases, as
55 determined by the comptroller, are made available to the state in
56 accordance with procedures established by the state university; provided

1 that the state university shall annually submit a report to the director
2 of the budget specifying aggregate amounts by campus, sources and
3 expenditure of such funds as payment for such increases.

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

10 § 3. Adjustment to salaries and hourly rates and other compensation of
11 certain eligible unit members in the collective negotiating unit desig-
12 nated as the professional services unit established pursuant to article
13 14 of the civil service law that are in lifeguard titles and who are in
14 positions designated as part of bargaining unit 68. 1. The percentage
15 increases of this subdivision shall only apply to certain eligible unit
16 members in the professional services unit that are in lifeguard titles
17 and who are in positions designated as part of bargaining unit 68.

18 (a) Effective April 1, 2022, the salary or hourly rate of certain
19 eligible unit members shall increase by 2 percent unless such individ-
20 uals received an increase in hourly rate that was effective June 22,
21 2022.

22 (b) Effective April 1, 2023, the salary or hourly rate of certain
23 eligible unit members shall increase by 3 percent.

24 (c) Effective April 1, 2024, the salary or hourly rate of certain
25 eligible unit members shall increase by 3 percent.

26 (d) Effective April 1, 2025, the salary or hourly rate of certain
27 eligible unit members shall increase by 3 percent.

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

36 3. Notwithstanding any of the foregoing provisions of this section,
37 any increase in compensation may be withheld in whole or in part from
38 any employee to whom the provisions of this section are applicable when,
39 in the opinion of the director of employee relations and the director of
40 the budget, such increase is not warranted or is not appropriate.

41 § 4. Recall compensation for certain state officers and employees
42 within the professional services unit. 1. Notwithstanding any provision
43 of law to the contrary and to the extent that the agreement so provides,
44 full-time professional employees (a) as defined by the policies of the
45 board of trustees of the state university of New York within the profes-
46 sional services unit, who provide patient care services on a full-time
47 basis in the areas of a hospital or clinic specified in the agreement,
48 and who are eligible to accrue overtime credits, or (b) who are specif-
49 ically identified by the college president as subject to recall, shall
50 be considered to have worked a minimum of 4 hours each time they are
51 recalled to work overtime after having completed their scheduled work
52 period and left their scheduled work station. In the event any such
53 eligible employee works in excess of 4 hours upon such recall, such
54 employee shall receive overtime compensation for the hours actually
55 worked. To the extent that the agreement so provides, any such full-time
56 professional employee identified in paragraph (a) of this subdivision

1 who is not eligible to accrue overtime credits but who is deemed eligi-
2 ble to receive recall compensation in accordance with the terms of the
3 agreement shall receive additional compensation at the rate of one and
4 one-half times the regular hourly rate of compensation for time actually
5 worked when such professional employee is recalled to work after having
6 completed the scheduled work period and left the scheduled work station,
7 but, in no case, shall such professional employee receive less than 4
8 hours of additional compensation upon recall.

9 2. In addition to eligible full-time professional employees as set
10 forth in subdivision one of this section, notwithstanding any provision
11 of law to the contrary and to the extent that the agreement so provides,
12 employees in positions at the campus specifically designated by the
13 college president, in accordance with the terms of the agreement, as
14 eligible for recall compensation, shall be considered to have worked a
15 minimum of 4 hours each time they are recalled to work overtime after
16 having completed their scheduled work period and left their scheduled
17 work station. In the event any such eligible employee works in excess of
18 4 hours upon such recall, such employee shall receive overtime compen-
19 sation for the hours actually worked.

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

28 § 5. On-call compensation for certain state officers and employees in
29 the professional services unit of the state university. Notwithstanding
30 any provision of law to the contrary, any full-time professional employ-
31 ee or other employee eligible to receive compensation pursuant to
32 section four of this act, who is required to be available for immediate
33 recall and who must be prepared to return to duty within a limited peri-
34 od of time, may be granted additional compensation for each day such
35 employee is actually scheduled to remain and remains available for
36 recall. Such additional compensation shall be paid at a rate established
37 pursuant to the agreement. Such compensation shall be in addition to and
38 not part of such employee's basic annual salary, provided however, that
39 any amount payable pursuant to this section shall be included as compen-
40 sation for retirement purposes.

41 § 6. Health insurance coverage for part-time employees in the profes-
42 sional services unit of the state university. Notwithstanding any
43 provision of law to the contrary, any employee serving in a position
44 within the professional services unit of the state university who serves
45 on a part-time basis and is otherwise ineligible to receive health
46 insurance coverage may participate in the state health insurance program
47 provided that such part-time employee pays the full premium cost for the
48 coverage provided by such health insurance program.

49 § 7. There shall be a lump sum payment payable in accordance with the
50 terms of the collective bargaining agreement covering the professional
51 services unit of the state university.

52 § 8. Statewide joint labor-management committees for certain state
53 officers and employees. 1. During the period July 2, 2022 through July
54 1, 2026, there shall be a statewide joint labor-management committee
55 continued and administered pursuant to the terms of the agreement, which
56 shall have the responsibility for studying and making recommendations

1 concerning the major issues of professional development and implementing
2 such agreements which may be entered into between the state and the
3 employee organization concerning such matters.

4 2. During the period July 2, 2022 through July 1, 2026, there shall be
5 a statewide joint labor-management committee continued and administered
6 pursuant to the terms of the agreement, which shall have the responsi-
7 bility for studying and making recommendations concerning employment
8 related issues as required by provisions of the agreement and adminis-
9 tering the continuity of employment fund subject to the approval of the
10 state and the employee organization.

11 3. During the period July 2, 2022 through July 1, 2026, 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 safety in the workplace and implementing such agreements which may be
16 entered into between the state and the employee organization concerning
17 such matters.

18 4. During the period July 2, 2022 through July 1, 2026, there shall be
19 a statewide joint labor-management committee continued and administered
20 pursuant to the terms of the agreement, which shall have the responsi-
21 bility for studying and making recommendations concerning matters of
22 mutual interest in the areas of equal employment and affirmative action
23 concerning minorities, women, persons with disabilities and military
24 status and implementing such agreements which may be entered into
25 between the state and the employee organization concerning such matters.

26 5. During the period July 2, 2022 through July 1, 2026, there shall be
27 a statewide joint labor-management committee continued and administered
28 pursuant to the terms of the agreement, which shall have the responsi-
29 bility for studying and making recommendations concerning issues of
30 health benefits and implementing such agreements which may be entered
31 into between the state and the employee organization concerning such
32 matters.

33 6. During the period July 2, 2022 through July 1, 2026, there shall be
34 a Tripartite Redeployment Committee administered pursuant to the terms
35 of the agreement, which shall have the responsibility for reviewing and
36 discussing issues related to redeployment consideration and implementing
37 such agreements which may be entered into between the state and the
38 employee organization concerning such matters.

39 7. During the period July 2, 2022 through July 1, 2026, there shall be
40 a statewide joint labor-management committee established and adminis-
41 tered pursuant to the terms of the agreement, which shall have the
42 responsibility for studying, making recommendations and approving campus
43 grants that would benefit groups of employees at one or more campuses
44 and implementing such agreements which may be entered into between the
45 state and the employee organization concerning such matters.

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

50 § 10. The salary increases and benefit modifications, and any other
51 modifications to the terms and conditions of employment provided for by
52 this act for state employees in the professional services unit, shall
53 not be implemented until the director of employee relations has deliv-
54 ered, to the director of the budget and the comptroller, a letter that
55 there is in effect with respect to such negotiating unit a collectively
56 negotiated agreement which provides for such increases and modifications

1 and which is fully executed in writing with the state pursuant to arti-
2 cle 14 of the civil service law, and ratified pursuant to the ratifica-
3 tion procedure of the employee organization.

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

10 § 12. Notwithstanding any inconsistent provision of law, where and to
11 the extent that any agreement between the state and the employee organ-
12 ization entered into pursuant to article 14 of the civil service law so
13 provides on behalf of employees in the professional services unit,
14 effective January 1, 2024, the state shall contribute an amount desig-
15 nated in such agreement and for the period covered by such agreement to
16 the accounts of such employees enrolled for dependent care deductions
17 pursuant to subdivision 7 of section 201-a of the state finance law.
18 Such amounts shall be from funds appropriated herein and shall not be
19 part of basic annual salary for overtime or retirement purposes.

20 § 13. Date of entitlement to salary or hourly rate increase. Notwith-
21 standing the provisions of this act or of any other law, the increase in
22 salary or compensation of any officer or employee provided by this act
23 shall be added to the salary or compensation of such officer or employee
24 at the beginning of that payroll period the first day of which is near-
25 est to the effective date of such increase as provided in this act, or
26 at the beginning of the earlier of two payroll periods the first days of
27 which are nearest but equally near to the effective date of such
28 increase as provided in this act, provided, however, that for the
29 purposes of determining the salary or hourly rate of such officer or
30 employee upon reclassification, reallocation, appointment, promotion,
31 transfer, demotion, reinstatement or other change of status, such salary
32 or hourly rate increase shall be deemed to be effective on the date
33 thereof as prescribed in this act, and the payment thereof pursuant to
34 this section on a date prior thereto, instead of on such effective date,
35 and shall not operate to confer any additional salary rights or benefits
36 on such officer or employee. Payment of such salary or hourly rate
37 increase may be deferred pursuant to section fourteen of this act.

38 § 14. Deferred payment of salary or hourly rate increase. Notwith-
39 standing the provisions of any other section of this act or of any other
40 law, pending payment pursuant to this act of the basic annual salaries
41 or compensation of incumbents of positions subject to this act, such
42 incumbents shall receive, as partial compensation for services rendered,
43 the rate of compensation otherwise payable in their respective posi-
44 tions. An incumbent holding a position subject to this act at any time
45 during the period from the effective dates of the salary or hourly rate
46 increases provided for in this act until the time when basic annual
47 salaries or compensation are first paid pursuant to this act for such
48 services in excess of the compensation actually received therefor, shall
49 be entitled to a lump sum payment for the difference between the salary
50 to which such incumbent is entitled for such services and the compen-
51 sation actually received therefor. Such lump sum payments shall be made
52 as soon as practicable. For the purpose of calculating retirement bene-
53 fits, the amounts paid under this act shall count as compensation earned
54 during the year or years for which it is calculated and not as compen-
55 sation earned wholly in the year in which it is paid. Notwithstanding
56 any law, rule or regulation to the contrary, no member of the profes-

1 sional services unit to whom the provisions of this act apply shall be
2 entitled to, or owed, any interest or other penalty for any reason on
3 any monies due to such member pursuant to the terms of this act and the
4 terms of the agreement covering employees in the professional services
5 unit.

6 § 15. Use of appropriations. The comptroller is authorized to pay any
7 amounts required during the fiscal year commencing April 1, 2023, by the
8 provisions of this act for any state department or agency from any
9 appropriation or other funds available to such state department or agen-
10 cy for personal service or for other related employee benefits during
11 such fiscal year. To the extent that such appropriations are insuffi-
12 cient in any fund to accomplish the purposes herein set forth, the
13 director of the budget is authorized to allocate to the various depart-
14 ments and agencies, from any appropriations available in any fund, the
15 amounts necessary to pay such amounts. The aforementioned appropriations
16 shall be available for payment of any liabilities or obligations
17 incurred prior to April 1, 2023 in addition to current liabilities.

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

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

37 § 18. Appropriations. Notwithstanding any provision of the state
38 finance law or any other provision of law to the contrary, the sum of
39 two hundred seventy-five million dollars (\$275,000,000) is hereby appro-
40 priated in the general fund/state purposes account (10050) in miscella-
41 neous-all state departments and agencies solely for
42 apportionment/transfer by the director of the budget for use by any
43 state department or agency, including the contract colleges at Alfred
44 and Cornell, in any fund for the fiscal year beginning April 1, 2023, to
45 supplement appropriations available for personal service, other than
46 personal service, and fringe benefits, and to carry out the provisions
47 of this act. No money shall be available for expenditure from this
48 appropriation until a certificate of approval has been issued by the
49 director of the budget and a copy of such certificate or any amendment
50 thereto has been filed with the state comptroller, the chair of the
51 senate finance committee and the chair of the assembly ways and means
52 committee. The monies hereby appropriated are available for payment of
53 any liabilities or obligations incurred prior to April 1, 2023 in addi-
54 tion to liabilities or obligations associated with the fiscal year
55 commencing April 1, 2023. Notwithstanding any provision of law to the

1 contrary, this appropriation shall remain in full force and effect for
 2 the payment of liabilities incurred on or before June 30, 2024.
 3 § 19. The several amounts as hereinafter set forth, or so much thereof
 4 as may be necessary, are hereby appropriated from the fund so designated
 5 for use by any state department or agency for the fiscal year beginning
 6 April 1, 2023 to supplement appropriations from each respective fund
 7 available for personal service, other than personal service and fringe
 8 benefits, and to carry out the provisions of this act. Notwithstanding
 9 any provision of law to the contrary, the monies hereby appropriated are
 10 available for payment of any liabilities or obligations incurred prior
 11 to or during the period April 1, 2022 through June 30, 2024. No money
 12 shall be available for expenditure from this appropriation until a
 13 certificate of approval has been issued by the director of the budget
 14 and a copy of such certificate or any amendment thereto has been filed
 15 with the state comptroller, the chair of the senate finance committee,
 16 and the chair of the assembly ways and means committee.

17 ALL STATE DEPARTMENTS AND AGENCIES
 18 SPECIAL PAY BILLS

19 General Fund / State Operations
 20 State Purposes Account - 003
 21 Non-Personal Service

22 Joint Committee on Health Benefits

23 Statewide Labor Management Committees 7,118,819
 24 Employee Benefit Fund 353,000

25 § 20. This act shall take effect immediately and shall be deemed to
 26 have been in full force and effect on and after July 2, 2022. Appropri-
 27 ations made by this act shall remain in full force and effect for
 28 liabilities incurred through June 30, 2024.