STATE OF NEW YORK

7575

2023-2024 Regular Sessions

IN SENATE

June 8, 2023

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

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:

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

2. For purposes of this act, "the agreement" means a collectively negotiated agreement entered into in 2023 between the state and the employee organization representing members of the professional services unit.

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

§ 2. Adjustment to salaries and other compensation of certain incumbents in positions in the professional service in the state university.

1. The basic annual salaries as of June 30, 2022, of incumbents in positions in the professional service in the state university in the professional services unit, other than positions described in subdivision fourteen of this section, shall be increased by 2 percent, adjusted to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 2, 2022 for employees having a calendar year or college year professional obligation or (b) commencing the first day of the payroll period closest to September 1, 2022 for employees

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

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having an academic year professional obligation, except that certain incumbents at the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control, for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase commencing the first day of the payroll period closest to July 2, 2022. Notwithstanding the above provisions of this subdivision, for employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increase, shall be granted said salary increase effective August 18, 2022.

2. The basic annual salaries as of June 30, 2023, of incumbents in positions in the professional service in the state university in the professional services unit, other than positions described in subdivision fourteen of this section, shall be increased by 3 percent, adjusted to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 1, 2023, for employees having a calendar year or college year professional obligation, or (b) commencing the first day of the payroll period closest to September 1, 2023, for employees having an academic year professional obligation, except that certain incumbents at the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase commencing the first day of the payroll period closest to July 1, 2023. Notwithstanding the above provisions of this subdivision, employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase effective August 17, 2023.

3. The basic annual salaries as of June 30, 2024, of incumbents in positions in the professional service in the state university in the professional services unit, other than positions described in subdivision fourteen of this section, shall be increased by 3 percent, adjusted to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 1, 2024, for employees having a calendar year or college year professional obligation, or (b) commencing the first day of the payroll period closest to September 1, 2024, for employees having an academic year professional obligation, except that certain incumbents at the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase commencing the first day of the payroll period closest to July 1, 2024. Notwithstanding the above provisions of this subdivision, employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase effective August 15, 2024.

4. The basic annual salaries as of June 30, 2025, of incumbents in positions in the professional service in the state university in the professional services unit, other than positions described in subdivision fourteen of this section, shall be increased by 3 percent, adjusted

to the nearest whole dollar amount (a) commencing the first day of the payroll period closest to July 1, 2025, for employees having a calendar year or college year professional obligation, or (b) commencing the first day of the payroll period closest to September 1, 2025, for employees having an academic year professional obligation, except that certain incumbents at the state university of New York at Binghamton, the colleges of technology and the agriculture and technology colleges heretofore specifically identified by the department of audit and control for the purpose of establishing the effective date of eligibility for salary increases, shall be granted said salary increase commencing the first day of the payroll period closest to July 1, 2025. Notwithstanding the above provisions of this subdivision, employees having an academic year professional obligation and who are in a 21 pay period status, for the purpose of establishing the effective date of eligibility for salary increase, shall be granted said salary increase effective August 14, 2025.

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

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

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

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

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

employee's basic annual salary. The total of the basic annual salaries on June 30, 2024 shall include the total salaries of part-time employees in service on April 30, 2024, but whose employment expires prior to July 1, 2024. If the part-time faculty employee is reemployed prior to the distribution of the pool, the employee will be eligible for a discretionary increase at the discretion of the state university trustees.

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

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

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

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

(c) Notwithstanding the provisions of paragraph (a) of this subdivision, a full-time employee on an authorized leave of absence who is receiving a part-time salary, but who would have been otherwise eligible for the location compensation set forth in paragraph (a) of this subdi-

vision, shall be eligible for such location compensation, on a pro-rated basis, and shall be paid the appropriately pro-rated amount of the location compensation, which pro-rated amount shall be consistent with the part-time salary of that employee.

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

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

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

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

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

(b) The basic annual salary minimums as of June 30, 2022, as provided for in the agreement, shall be increased as provided for in the agree-

ment, on the dates of the salary increase provided for in subdivision one of this section.

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

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

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

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

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

(h) 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, and four 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.

(i) 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, and four 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.

11. 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, 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.

(d) Effective the semester beginning after July 1, 2023, as provided for in the agreement, the minimum salary for university centers shall be

increased to 4,000 dollars, and the minimum salary for comprehensive and technology colleges shall be increased to 3,500 dollars.

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

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

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

(h) 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, and four of this section shall, if otherwise eligible, receive an increase in salary as set forth in subdivisions one, two, three, and four of this section, or the applicable part-time academic faculty minimum as set forth in this subdivision, whichever is greater.

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

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

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

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

16. Basic annual salary. For the purposes of this section, basic annual salary is the amount of annual compensation payable to an employee for the performance of the employee's professional obligation, as such obligation is set forth in Title H, Article XI, of the policies of the board of trustees of the state university of New York, from state monies appropriated for such purpose. Nothing herein shall prevent increasing amounts paid to incumbents of positions of the professional service in the professional services unit in addition to the basic annual salary, provided however, that the amounts required for such other increases and the cost of fringe benefits attributable to such other increases, as

determined by the comptroller, are made available to the state in accordance with procedures established by the state university; provided that the state university shall annually submit a report to the director of the budget specifying aggregate amounts by campus, sources and expenditure of such funds as payment for such increases.

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

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

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

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

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

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

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

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

§ 4. Recall compensation for certain state officers and employees within the professional services unit. 1. Notwithstanding any provision of law to the contrary and to the extent that the agreement so provides, full-time professional employees (a) as defined by the policies of the board of trustees of the state university of New York within the professional services unit, who provide patient care services on a full-time basis in the areas of a hospital or clinic specified in the agreement, and who are eligible to accrue overtime credits, or (b) who are specifically identified by the college president as subject to recall, shall be considered to have worked a minimum of 4 hours each time they are recalled to work overtime after having completed their scheduled work period and left their scheduled work station. In the event any such eligible employee works in excess of 4 hours upon such recall, such employee shall receive overtime compensation for the hours actually

worked. To the extent that the agreement so provides, any such full-time professional employee identified in paragraph (a) of this subdivision who is not eligible to accrue overtime credits but who is deemed eligible to receive recall compensation in accordance with the terms of the agreement shall receive additional compensation at the rate of one and one-half times the regular hourly rate of compensation for time actually worked when such professional employee is recalled to work after having completed the scheduled work period and left the scheduled work station, but, in no case, shall such professional employee receive less than 4 hours of additional compensation upon recall.

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

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

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

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

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

§ 8. Statewide joint labor-management committees for certain state officers and employees. 1. During the period July 2, 2022 through July 1, 2026, there shall be a statewide joint labor-management committee

continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning the major issues of professional development and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

2. During the period July 2, 2022 through July 1, 2026, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning employment related issues as required by provisions of the agreement and administering the continuity of employment fund subject to the approval of the state and the employee organization.

3. During the period July 2, 2022 through July 1, 2026, there shall be a statewide joint labor-management committee continued and administered pursuant to the terms of the agreement, which shall have the responsibility for studying and making recommendations concerning issues of safety in the workplace and implementing such agreements which may be entered into between the state and the employee organization concerning such matters.

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

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

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

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

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

§ 10. The salary increases and benefit modifications, and any other modifications to the terms and conditions of employment provided for by this act for state employees in the professional services unit, shall not be implemented until the director of employee relations has delivered, to the director of the budget and the comptroller, a letter that

there is in effect with respect to such negotiating unit a collectively negotiated agreement which provides for such increases and modifications and which is fully executed in writing with the state pursuant to article 14 of the civil service law, and ratified pursuant to the ratification procedure of the employee organization.

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

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

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

§ 14. Deferred payment of salary or hourly rate increase. Notwithstanding the provisions of any other section of this act or of any other law, pending payment pursuant to this act of the basic annual salaries or compensation of incumbents of positions subject to this act, such incumbents shall receive, as partial compensation for services rendered, the rate of compensation otherwise payable in their respective positions. An incumbent holding a position subject to this act at any time during the period from the effective dates of the salary or hourly rate increases provided for in this act until the time when basic annual salaries or compensation are first paid pursuant to this act for such services in excess of the compensation actually received therefor, shall be entitled to a lump sum payment for the difference between the salary to which such incumbent is entitled for such services and the compensation actually received therefor. Such lump sum payments shall be made as soon as practicable. For the purpose of calculating retirement benefits, the amounts paid under this act shall count as compensation earned during the year or years for which it is calculated and not as compen-

sation earned wholly in the year in which it is paid. Notwithstanding any law, rule or regulation to the contrary, no member of the professional services unit to whom the provisions of this act apply shall be entitled to, or owed, any interest or other penalty for any reason on any monies due to such member pursuant to the terms of this act and the terms of the agreement covering employees in the professional services unit.

§ 15. Use of appropriations. The comptroller is authorized to pay any amounts required during the fiscal year commencing April 1, 2023, by the provisions of this act for any state department or agency from any appropriation or other funds available to such state department or agency for personal service or for other related employee benefits during such fiscal year. To the extent that such appropriations are insufficient in any fund to accomplish the purposes herein set forth, the director of the budget is authorized to allocate to the various departments and agencies, from any appropriations available in any fund, the amounts necessary to pay such amounts. The aforementioned appropriations shall be available for payment of any liabilities or obligations incurred prior to April 1, 2023 in addition to current liabilities.

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

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

§ 18. Appropriations. Notwithstanding any provision of the state finance law or any other provision of law to the contrary, the sum of two hundred seventy-five million dollars ($275,000,000) is hereby appropriated in the general fund/state purposes account (10050) in miscellaneous-all state departments and agencies solely for apportionment/transfer by the director of the budget for use by any state department or agency, including the contract colleges at Alfred and Cornell, in any fund for the fiscal year beginning April 1, 2023, to supplement appropriations available for personal service, other than personal service, and fringe benefits, and to carry out the provisions of this act. No money shall be available for expenditure from this appropriation until a certificate of approval has been issued by the director of the budget and a copy of such certificate or any amendment thereto has been filed with the state comptroller, the chair of the senate finance committee and the chair of the assembly ways and means committee. The monies hereby appropriated are available for payment of any liabilities or obligations incurred prior to April 1, 2023 in addition to liabilities or obligations associated with the fiscal year

commencing April 1, 2023. Notwithstanding any provision of law to the contrary, this appropriation shall remain in full force and effect for the payment of liabilities incurred on or before June 30, 2024.

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

ALL STATE DEPARTMENTS AND AGENCIES
SPECIAL PAY BILLS

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

Joint Committee on Health Benefits

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

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