

# STATE OF NEW YORK

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7575

2023-2024 Regular Sessions

## IN SENATE

June 8, 2023

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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:

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

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

LBD12017-02-3

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, 2022. 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 18, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

35 8. Location compensation of certain incumbents in positions in the  
36 professional service of the state university. (a) Employees in positions  
37 in the professional services unit who are full-time employees and whose  
38 work station is: (i) in the city of New York, or in the county of  
39 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled  
40 to location pay at the annual rate of 3,026 dollars effective January 1,  
41 2009 increasing to 3,087 dollars effective July 1, 2023 and increasing  
42 to 3,400 dollars effective July 1, 2024 and increasing to 4,000 dollars  
43 effective July 1, 2025, or (ii) in the county of Dutchess, Putnam or  
44 Orange shall continue to be entitled to location pay at the annual rate  
45 of 1,513 dollars effective January 1, 2009 increasing to 1,543 dollars  
46 effective July 1, 2023 and increasing to 1,650 dollars effective July 1,  
47 2024 and increasing to 2,000 dollars effective July 1, 2025.

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

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

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

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

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

33 (c) Pursuant to the terms of the agreement, commencing July 1, 2025,  
34 full-time employees who have received a payment pursuant to paragraph  
35 (a) or (b) of this subdivision and who have completed twelve consecutive  
36 years of full-time service at the campus at which they are currently  
37 employed shall receive a one-time advance to basic annual salary of  
38 \$800.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 (a) Effective April 1, 2022, the salary or hourly rate of certain  
21 eligible unit members shall increase by 2 percent unless such individ-  
22 uals received an increase in hourly rate that was effective June 22,  
23 2022.

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

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

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

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

38 3. 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 director of employee relations and the director of  
42 the budget, such increase is not warranted or is not appropriate.

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

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

11 2. In addition to eligible full-time professional employees as set  
12 forth in subdivision one of this section, notwithstanding any provision  
13 of law to the contrary and to the extent that the agreement so provides,  
14 employees in positions at the campus specifically designated by the  
15 college president, in accordance with the terms of the agreement, as  
16 eligible for recall compensation, shall be considered to have worked a  
17 minimum of 4 hours each time they are recalled to work overtime after  
18 having completed their scheduled work period and left their scheduled  
19 work station. In the event any such eligible employee works in excess of  
20 4 hours upon such recall, such employee shall receive overtime compen-  
21 sation for the hours actually worked.

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

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

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

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

54 § 8. Statewide joint labor-management committees for certain state  
55 officers and employees. 1. During the period July 2, 2022 through July  
56 1, 2026, there shall be a statewide joint labor-management committee

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

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

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

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

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

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

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

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

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

1 there is in effect with respect to such negotiating unit a collectively  
2 negotiated agreement which provides for such increases and modifications  
3 and which is fully executed in writing with the state pursuant to arti-  
4 cle 14 of the civil service law, and ratified pursuant to the ratifica-  
5 tion procedure of the employee organization.

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

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

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

40 § 14. Deferred payment of salary or hourly rate increase. Notwith-  
41 standing the provisions of any other section of this act or of any other  
42 law, pending payment pursuant to this act of the basic annual salaries  
43 or compensation of incumbents of positions subject to this act, such  
44 incumbents shall receive, as partial compensation for services rendered,  
45 the rate of compensation otherwise payable in their respective posi-  
46 tions. An incumbent holding a position subject to this act at any time  
47 during the period from the effective dates of the salary or hourly rate  
48 increases provided for in this act until the time when basic annual  
49 salaries or compensation are first paid pursuant to this act for such  
50 services in excess of the compensation actually received therefor, shall  
51 be entitled to a lump sum payment for the difference between the salary  
52 to which such incumbent is entitled for such services and the compen-  
53 sation actually received therefor. Such lump sum payments shall be made  
54 as soon as practicable. For the purpose of calculating retirement bene-  
55 fits, the amounts paid under this act shall count as compensation earned  
56 during the year or years for which it is calculated and not as compen-

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

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

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

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

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

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

18 ALL STATE DEPARTMENTS AND AGENCIES  
 19 SPECIAL PAY BILLS

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

23 Joint Committee on Health Benefits

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

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