

STATE OF NEW YORK

10648

IN SENATE

June 2, 2026

Introduced by Sen. STAVISKY -- (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 2026 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, 2026, 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 fifteen of this section, shall be increased by 4.5 percent,
18 adjusted to the nearest whole dollar amount (a) commencing the first day
19 of the payroll period closest to July 2, 2026 for employees having a
20 calendar year or college year professional obligation or (b) commencing
21 the first day of the payroll period closest to September 1, 2026 for
22 employees having an academic year professional obligation, except that
23 certain incumbents at the state university of New York at Binghamton,
24 the colleges of technology and the agriculture and technology colleges

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

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1 heretofore specifically identified by the department of audit and
2 control, for the purpose of establishing the effective date of eligibil-
3 ity for salary increases shall be granted said salary increase commenc-
4 ing the first day of the payroll period closest to July 2, 2026.
5 Notwithstanding the above provisions of this subdivision, for employees
6 having an academic year professional obligation and who are in a 21-pay
7 period status, for the purpose of establishing the effective date of
8 eligibility for salary increase, shall be granted said salary increase
9 effective August 13, 2026.

10 2. The basic annual salaries as of June 30, 2027, of incumbents in
11 positions in the professional service in the state university in the
12 professional services unit, other than positions described in subdivi-
13 sion fifteen of this section, shall be increased by 4 percent, adjusted
14 to the nearest whole dollar amount (a) commencing the first day of the
15 payroll period closest to July 1, 2027, for employees having a calendar
16 year or college year professional obligation, or (b) commencing the
17 first day of the payroll period closest to September 1, 2027, for
18 employees having an academic year professional obligation, except that
19 certain incumbents at the state university of New York at Binghamton,
20 the colleges of technology and the agriculture and technology colleges
21 heretofore specifically identified by the department of audit and
22 control for the purpose of establishing the effective date of eligibil-
23 ity for salary increases, shall be granted said salary increase commenc-
24 ing the first day of the payroll period closest to July 1, 2027.
25 Notwithstanding the above provisions of this subdivision, employees
26 having an academic year professional obligation and who are in a 21-pay
27 period status, for the purpose of establishing the effective date of
28 eligibility for salary increases, shall be granted said salary increase
29 effective August 12, 2027.

30 3. The basic annual salaries as of June 30, 2028, of incumbents in
31 positions in the professional service in the state university in the
32 professional services unit, other than positions described in subdivi-
33 sion fifteen of this section, shall be increased by 3.5 percent,
34 adjusted to the nearest whole dollar amount (a) commencing the first day
35 of the payroll period closest to July 1, 2028, for employees having a
36 calendar year or college year professional obligation, or (b) commencing
37 the first day of the payroll period closest to September 1, 2028, for
38 employees having an academic year professional obligation, except that
39 certain incumbents at the state university of New York at Binghamton,
40 the colleges of technology and the agriculture and technology colleges
41 heretofore specifically identified by the department of audit and
42 control for the purpose of establishing the effective date of eligibil-
43 ity for salary increases, shall be granted said salary increase commenc-
44 ing the first day of the payroll period closest to July 1, 2028.
45 Notwithstanding the above provisions of this subdivision, employees
46 having an academic year professional obligation and who are in a 21-pay
47 period status, for the purpose of establishing the effective date of
48 eligibility for salary increases, shall be granted said salary increase
49 effective August 24, 2028.

50 4. The basic annual salaries as of June 30, 2029, of incumbents in
51 positions in the professional service in the state university in the
52 professional services unit, other than positions described in subdivi-
53 sion fifteen of this section, shall be increased by 3 percent, adjusted
54 to the nearest whole dollar amount (a) commencing the first day of the
55 payroll period closest to July 1, 2029, for employees having a calendar
56 year or college year professional obligation, or (b) commencing the

1 first day of the payroll period closest to September 1, 2029, for
2 employees having an academic year professional obligation, except that
3 certain incumbents at the state university of New York at Binghamton,
4 the colleges of technology and the agriculture and technology colleges
5 heretofore specifically identified by the department of audit and
6 control for the purpose of establishing the effective date of eligibil-
7 ity for salary increases, shall be granted said salary increase commenc-
8 ing the first day of the payroll period closest to July 1, 2029.
9 Notwithstanding the above provisions of this subdivision, employees
10 having an academic year professional obligation and who are in a 21-pay
11 period status, for the purpose of establishing the effective date of
12 eligibility for salary increase, shall be granted said salary increase
13 effective August 23, 2029.

14 5. The basic annual salaries as of June 30, 2030, 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 fifteen of this section, shall be increased by 3 percent, adjusted
18 to the nearest whole dollar amount (a) commencing the first day of the
19 payroll period closest to July 1, 2030, for employees having a calendar
20 year or college year professional obligation, or (b) commencing the
21 first day of the payroll period closest to September 1, 2030, for
22 employees having an academic year professional obligation, except that
23 certain incumbents at the state university of New York at Binghamton,
24 the colleges of technology and the agriculture and technology colleges
25 heretofore specifically identified by the department of audit and
26 control for the purpose of establishing the effective date of eligibil-
27 ity for salary increases, shall be granted said salary increase commenc-
28 ing the first day of the payroll period closest to July 1, 2030.
29 Notwithstanding the above provisions of this subdivision, employees
30 having an academic year professional obligation and who are in a 21-pay
31 period status, for the purpose of establishing the effective date of
32 eligibility for salary increase, shall be granted said salary increase
33 effective August 22, 2030.

34 6. Notwithstanding the provisions of subdivision one, two, three, four
35 or five of this section, an employee in service on April 30 of 2026,
36 2027, 2028, 2029 or 2030, whose employment expired prior to July 2, 2026
37 or July 1, 2027, 2028, 2029 or 2030, respectively, and who would have
38 been eligible for the salary increase provided for in subdivision one,
39 two, three, four or five of this section if the employee's employment
40 had continued through July 2 or July 1 of that year, as appropriate,
41 shall be eligible for the salary increase provided for in subdivision
42 one, two, three, four or five of this section if the employee is reem-
43 ployed in an equivalent position for at least one semester or the equiv-
44 alent of the twelve-month period commencing on July 2 or July 1 of such
45 year, as appropriate.

46 7. Notwithstanding the provisions of subdivision one, two, three, four
47 or five of this section, an employee in service during a portion of the
48 twelve-month period commencing on July 1 of 2025, 2026, 2027, 2028 or
49 2029, for at least one semester or the equivalent, but whose employment
50 expired prior to July 1 of the following year, shall be eligible for the
51 salary increase provided for such year in subdivision one, two, three,
52 four or five of this section if the employee is reemployed in an equiv-
53 alent position for at least one semester or the equivalent of the
54 twelve-month period commencing on July 1 of such following year.

1 8. The provisions of this subdivision shall apply to incumbents in
2 positions in the professional services unit, other than positions
3 described in subdivision fifteen of this section.

4 (a) Pursuant to the terms of the agreement, effective July 1, 2027,
5 eligible full-time incumbents on the payroll on June 30, 2027 shall be
6 paid a one-time lump sum payment in the amount of 450 dollars. Such lump
7 sum payment shall be added to basic annual salary and shall be payable
8 not later than December 31, 2027. Pursuant to the terms of the agree-
9 ment, effective July 1, 2027, eligible part-time incumbents on the
10 payroll on June 30, 2027 shall be paid a one-time lump sum payment in
11 the amount of 225 dollars. Such lump sum payment of 225 dollars to
12 eligible part-time employees shall not be added to basic annual salary
13 and shall be paid not later than December 31, 2027. Incumbents on the
14 payroll on June 30, 2027 shall include those part-time employees in
15 service on April 30, 2027, but whose employment expired prior to July 1,
16 2027. Incumbents must be on the payroll at the time of payment to
17 receive these payments.

18 (b) Pursuant to the terms of the agreement, effective July 1, 2030,
19 eligible full-time incumbents on the payroll on June 30, 2030 shall be
20 paid a one-time lump sum payment in the amount of 500 dollars. Such lump
21 sum payment shall be added to basic annual salary and shall be payable
22 not later than December 31, 2030. Pursuant to the terms of the agree-
23 ment, effective July 1, 2030, eligible part-time incumbents on the
24 payroll on June 30, 2030 shall be paid a one-time lump sum payment in
25 the amount of 250 dollars. Such lump sum payment of 250 dollars to
26 eligible part-time employees shall not be added to basic annual salary
27 and shall be paid not later than December 31, 2030. Incumbents on the
28 payroll on June 30, 2030 shall include those part-time employees in
29 service on April 30, 2030, but whose employment expired prior to July 1,
30 2030. Incumbents must be on the payroll at the time of payment to
31 receive these payments.

32 (c) Pursuant to the terms of the agreement, for the year 2028, there
33 shall be available an amount equal to .5 percent (.5%) of the total of
34 the basic annual salaries on June 30, 2028 to whom the provisions of
35 this subdivision apply, for distribution to such incumbents as payments
36 made by the state university trustees in their discretion. Such payments
37 as described in this paragraph shall be made to incumbents on the
38 payroll on June 30, 2028 and at the time of payment and shall occur not
39 later than December 31, 2028. Such payments shall be a part of an
40 employee's basic annual salary. The total of the basic annual salaries
41 on June 30, 2028 shall include the total salaries of part-time employees
42 in service on April 30, 2028, but whose employment expires prior to July
43 1, 2028. If the part-time employee is reemployed prior to the distrib-
44 ution of the pool, the employee will be eligible for a discretionary
45 increase at the discretion of the state university trustees.

46 (d) Pursuant to the terms of the agreement, for the year 2029, there
47 shall be available an amount equal to .5 percent (.5%) of the total of
48 the basic annual salaries on June 30, 2029 to whom the provisions of
49 this subdivision apply, for distribution to such incumbents as payments
50 made by the state university trustees in their discretion. Such payments
51 as described in this paragraph shall be made to incumbents on the
52 payroll on June 30, 2029 and at the time of payment and shall occur not
53 later than December 31, 2029. Such payments shall be a part of an
54 employee's basic annual salary. The total of the basic annual salaries
55 on June 30, 2029 shall include the total salaries of part-time employees
56 in service on April 30, 2029, but whose employment expires prior to July

1 1, 2029. If the part-time employee is reemployed prior to the distrib-
2 ution of the pool, the employee will be eligible for a discretionary
3 increase at the discretion of the state university trustees.

4 (e) Pursuant to the terms of the agreement, for the year 2030, there
5 shall be available an amount equal to .5 percent (.5%) of the total of
6 the basic annual salaries on June 30, 2030 to whom the provisions of
7 this subdivision apply, for distribution to such incumbents as payments
8 made by the state university trustees in their discretion. Such payments
9 as described in this paragraph shall be made to incumbents on the
10 payroll on June 30, 2030 and at the time of payment and shall occur not
11 later than December 31, 2030. Such payments shall be a part of an
12 employee's basic annual salary. The total of the basic annual salaries
13 on June 30, 2030 shall include the total salaries of part-time employees
14 in service on April 30, 2030, but whose employment expires prior to July
15 1, 2030. If the part-time employee is reemployed prior to the distrib-
16 ution of the pool, the employee will be eligible for a discretionary
17 increase at the discretion of the state university trustees.

18 (f) Pursuant to the terms of the agreement, for the year 2031, there
19 shall be available an amount equal to .5 percent (.5%) of the total of
20 the basic annual salaries on June 30, 2031 to whom the provisions of
21 this subdivision apply, for distribution to such incumbents as payments
22 made by the state university trustees in their discretion. Such payments
23 as described in this paragraph shall be made to incumbents on the
24 payroll on June 30, 2031 and at the time of payment and shall occur not
25 later than December 31, 2031. Such payments shall be a part of an
26 employee's basic annual salary. The total of the basic annual salaries
27 on June 30, 2031 shall include the total salaries of part-time employees
28 in service on April 30, 2031, but whose employment expires prior to July
29 1, 2031. If the part-time employee is reemployed prior to the distrib-
30 ution of the pool, the employee will be eligible for a discretionary
31 increase at the discretion of the state university trustees.

32 9. Location compensation of certain incumbents in positions in the
33 professional service of the state university. (a) Employees in positions
34 in the professional services unit who are full-time employees and whose
35 work station is: (i) in the city of New York, or in the county of
36 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled
37 to location pay at the annual rate of 4,000 dollars effective July 1,
38 2025, increasing to 4,150 dollars effective July 1, 2026, to 4,316
39 dollars effective July 1, 2027, to 4,467 dollars effective July 1, 2028,
40 to 4,601 dollars effective July 1, 2029 and to 4,739 dollars effective
41 July 1, 2030; or (ii) in the county of Dutchess, Putnam or Orange shall
42 continue to be entitled to location pay at the annual rate of 2,000
43 dollars effective July 1, 2025, adding Ulster county as of July 1, 2026
44 and increasing to 2,150 dollars as of July 1, 2026, to 2,236 dollars as
45 of July 1, 2027, to 2,314 dollars as of July 1, 2028, to 2,383 dollars
46 as of July 1, 2029 and to 2,454 dollars as of July 1, 2030.

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

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

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

4 10. (a) Pursuant to the terms of the agreement, commencing July 1,
5 2024, full-time employees in the professional service who have been
6 granted permanent or continuing appointment by the Chancellor, at the
7 campus at which they are currently employed, or a second five-year term
8 appointment, at the campus at which they are currently employed in
9 titles listed in Article XI, Appendix A of the Policies, shall receive a
10 one-time advance to basic annual salary of \$1,000. Pursuant to the terms
11 of the agreement, effective July 1, 2024, employees who have completed
12 seven consecutive years of full-time service at the campus at which they
13 are currently employed in the title of Lecturer, in any qualified
14 academic rank title, or in any of the titles listed in Article XI,
15 Appendix B, Section 4-Division III Sports, or Article XI, Appendix C
16 shall receive a one-time advance to basic annual salary of \$1,000.
17 Effective July 1, 2027, this amount shall be increased to \$1,250.
18 Effective July 1, 2028, this amount shall be increased to \$1,500.
19 Effective July 1, 2029, this amount shall be increased to \$1,750.
20 Consistent with the terms of the agreement, employees who previously
21 received one of these listed amounts shall not receive the entirety of
22 any increased amount(s) in any subsequent year. Rather, such employees
23 shall only receive the difference between the prior amount received and
24 the new amount(s).

25 (b) Pursuant to the terms of the agreement, commencing July 1, 2025,
26 full-time employees who have received a payment pursuant to paragraph
27 (a) of this subdivision and who have completed twelve consecutive years
28 of full-time service at the campus at which they are currently employed
29 shall receive a one-time advance to basic annual salary of \$800. Effec-
30 tive July 1, 2027, this amount shall be increased to \$1,150. Effective
31 July 1, 2028, this amount shall be increased to \$1,500. Consistent with
32 the terms of the agreement, employees who previously received one of
33 these listed amounts shall not receive the entirety of any increased
34 amount(s) in any subsequent year. Rather, such employees shall only
35 receive the difference between the prior amount received and the new
36 amount(s).

37 (c) Pursuant to the terms of the agreement, commencing July 1, 2029,
38 full-time employees who have received a payment pursuant to paragraph
39 (b) of this subdivision and who have completed seventeen consecutive
40 years of full-time service at the campus at which they are currently
41 employed shall receive a one-time advance to basic annual salary of
42 \$750.

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

1 \$500 after completing the first eight years of consecutive service at
2 the campus at which they are currently employed. Effective on the date
3 provided in the agreement and pursuant to the terms of the agreement,
4 the eight-year lump sum as set forth in this paragraph shall cease to
5 exist and shall no longer be payable.

6 (e) Pursuant to the terms of the agreement, effective April 1, 2027,
7 eligible part-time employees in the professional services unit who have
8 completed at least twelve years of consecutive service at the campus at
9 which they are currently employed, shall receive an annual lump sum
10 payment in the amount of \$500. Such payment shall be in addition to and
11 shall not be a part of an employee's basic annual salary, provided,
12 however, that such payment shall be included as compensation for retire-
13 ment purposes.

14 (f) Pursuant to the terms of the agreement, effective April 1, 2029,
15 eligible part-time employees in the professional services unit who have
16 completed at least seven years of consecutive service at the campus at
17 which they are currently employed, shall receive an annual lump sum
18 payment in the amount of \$500. Such payment shall be in addition to and
19 shall not be a part of an employee's basic annual salary, provided,
20 however, that such payment shall be included as compensation for retire-
21 ment purposes. Eligible part-time employees who receive this annual lump
22 sum payment after seven years of applicable consecutive service in
23 accordance with the terms of this paragraph shall continue to receive
24 this annual lump sum payment even after they become eligible for the
25 twelve-year part-time service award set forth in paragraph (e) of this
26 subdivision. In addition, eligible part-time employees who became eligi-
27 ble for the twelve-year part-time service award set forth in paragraph
28 (e) of this subdivision prior to April 1, 2029 shall become eligible to
29 also receive the seven-year part-time service award set forth in this
30 subpart effective April 1, 2029.

31 11. Minimum basic annual salary. (a) Consistent with the terms of the
32 agreement, this subdivision shall apply to employees in the professional
33 services unit, except those who are not paid on the basis of a basic
34 annual salary.

35 (b) The basic annual salary minimums as of June 30, 2026, as provided
36 for in the agreement, shall be increased as provided for in the agree-
37 ment, on the dates of the salary increase provided for in subdivision
38 one of this section.

39 (c) The basic annual salary minimums as of June 30, 2027, as provided
40 for in the agreement, shall be increased as provided for in the agree-
41 ment, on the dates of the salary increase provided for in subdivision
42 two of this section.

43 (d) The basic annual salary minimums as of June 30, 2028, as provided
44 for in the agreement, shall be increased as provided for in the agree-
45 ment, on the dates of the salary increase provided for in subdivision
46 three of this section.

47 (e) The basic annual salary minimums as of June 30, 2029, as provided
48 for in the agreement, shall be increased as provided for in the agree-
49 ment, on the dates of the salary increase provided for in subdivision
50 four of this section.

51 (f) The basic annual salary minimums as of June 30, 2030, as provided
52 for in the agreement, shall be increased as provided for in the agree-
53 ment, on the dates of the salary increase provided for in subdivision
54 five of this section.

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

1 ble to be paid a minimum basic annual salary, shall be paid a minimum
2 basic annual salary which shall be the appropriately pro-rated amount of
3 the minimum basic annual salary that would have been paid to the employ-
4 ee had the employee been employed on a full-time basis.

5 (h) Notwithstanding the provisions of subdivision one of this section,
6 incumbents to whom the provisions of subdivisions one, two, three, four
7 and five of this section apply shall receive an increase in salary as
8 set forth in subdivisions one, two, three, four and five of this section
9 or the minimum basic annual salary in force, as provided for in the
10 agreement, for the rank or grade in which such incumbent serves, which-
11 ever is greater.

12 (i) An eligible incumbent promoted on or after the effective dates,
13 appropriate to the incumbent's professional obligation or the
14 incumbent's date of eligibility for salary increases, of the salary
15 increases provided for in subdivisions one, two, three, four and five of
16 this section shall receive not less than the minimum basic annual salary
17 provided for in the agreement for the rank or grade to which the incum-
18 bent has been promoted.

19 (j) An employee hired on or after the effective dates, appropriate to
20 the employee's professional obligation or the employee's date of eligi-
21 bility for salary increases, of the salary increases provided for in
22 subdivisions one, two, three, four and five of this section shall
23 receive not less than the minimum basic annual salary for the employee's
24 rank or grade provided for in the agreement on the date the employee is
25 placed in payroll status.

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

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

36 (c) Effective the semester beginning after July 1, 2027, as provided
37 for in the agreement, the minimum salary for university centers shall be
38 increased to 6,250 dollars, and the minimum salary for comprehensive and
39 technology colleges shall be increased to 5,750 dollars.

40 (d) Effective the semester beginning after July 1, 2028, as provided
41 for in the agreement, the minimum salary for university centers shall be
42 increased to 6,500 dollars, and the minimum salary for comprehensive and
43 technology colleges shall be increased to 6,000 dollars.

44 (e) Effective the semester beginning after July 1, 2029, as provided
45 for in the agreement, the minimum salary for university centers shall be
46 increased to 6,750 dollars, and the minimum salary for comprehensive and
47 technology colleges shall be increased to 6,250 dollars.

48 (f) Effective the semester beginning after July 1, 2030, as provided
49 for in the agreement, the minimum salary for university centers shall be
50 increased to 7,000 dollars, and the minimum salary for comprehensive and
51 technology colleges shall be increased to 6,500 dollars.

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

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

3 13. Post-Graduate Year (PGY) Salary Schedules. Pursuant to the terms
4 of Appendix A-18 of the agreement, employees in the professional
5 services unit paid according to the PGY Salary Schedules shall be paid
6 according to the salary schedules established and based on years of
7 service effective July 1 of 2026, 2027, 2028, 2029 and 2030.

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

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

24 16. Inconvenience pay. Effective July 2, 2016, an eligible employee,
25 as provided for in the agreement, shall continue to be paid 575 dollars
26 per year for working 4 or more hours between the hours of 6:00 p.m. and
27 6:00 a.m. This amount shall be increased to 825 dollars, in accordance
28 with the terms of the agreement, effective July 2, 2026.

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

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

50 § 3. Adjustment to salaries and hourly rates and other compensation of
51 certain eligible unit members in the collective negotiating unit desig-
52 nated as the professional services unit established pursuant to article
53 14 of the civil service law that are in lifeguard titles and who are in
54 positions designated as part of bargaining unit 68.

55 1. Pursuant to the terms of the agreement, the percentage increases of
56 this subdivision shall only apply to certain eligible unit members in

1 the professional services unit that are in lifeguard titles and who are
2 in positions designated as part of bargaining unit 68.

3 (a) Effective April 1, 2026, the salary or hourly rate of certain
4 eligible unit members shall increase by 4.5 percent.

5 (b) Effective April 1, 2027, the salary or hourly rate of certain
6 eligible unit members shall increase by 4 percent.

7 (c) Effective April 1, 2028, the salary or hourly rate of certain
8 eligible unit members shall increase by 3.5 percent.

9 (d) Effective April 1, 2029, the salary or hourly rate of certain
10 eligible unit members shall increase by 3 percent.

11 (e) Effective April 1, 2030, the salary or hourly rate of certain
12 eligible unit members shall increase by 3 percent.

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

21 3. In accordance with the terms of the agreement, effective April 1 of
22 2026, 2027, 2028, 2029 and 2030, certain eligible unit members in
23 seasonal positions who have been in pay status for at least 500 hours
24 during each of the previous ten or more consecutive seasons shall
25 receive a lump sum payment in the amount of \$150, payable pursuant to
26 the terms of the agreement. Such payment shall be in addition to and
27 shall not be a part of an employee's basic annual salary, provided,
28 however, that such payment shall be included as compensation for retire-
29 ment purposes.

30 4. In accordance with the terms of the agreement, effective April 1 of
31 2026, 2027, 2028, 2029 and 2030, certain eligible unit members in
32 seasonal positions who have been in pay status for at least 1,500 hours
33 during each of the previous five or more consecutive seasons shall
34 receive a lump sum payment in the amount of \$500, payable pursuant to
35 the terms of the agreement. Such payment shall be in addition to and
36 shall not be a part of an employee's basic annual salary, provided,
37 however, that such payment shall be included as compensation for retire-
38 ment purposes.

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

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

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

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

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

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

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

52 § 7. Notwithstanding any other law to the contrary, where an agreement
53 between the state and the employee organization that represents employ-
54 ees in the professional services unit so provides, there shall be paid a
55 higher education differential to eligible employees consistent with the
56 terms of such agreement.

1 § 8. Statewide joint labor-management committees for certain state
2 officers and employees. 1. During the period July 2, 2026 through July
3 1, 2031, there shall be a statewide joint labor-management committee
4 continued and administered pursuant to the terms of the agreement, which
5 shall have the responsibility for studying and making recommendations
6 concerning the major issues of professional development and implementing
7 such agreements which may be entered into between the state and the
8 employee organization concerning such matters.

9 2. During the period July 2, 2026 through July 1, 2031, there shall be
10 a statewide joint labor-management committee continued and administered
11 pursuant to the terms of the agreement, which shall have the responsi-
12 bility for studying and making recommendations concerning employment
13 related issues as required by provisions of the agreement and adminis-
14 tering the continuity of employment fund subject to the approval of the
15 state and the employee organization.

16 3. During the period July 2, 2026 through July 1, 2031, there shall be
17 a statewide joint labor-management committee continued and administered
18 pursuant to the terms of the agreement, which shall have the responsi-
19 bility for studying and making recommendations concerning issues of
20 safety in the workplace and implementing such agreements which may be
21 entered into between the state and the employee organization concerning
22 such matters.

23 4. During the period July 2, 2026 through July 1, 2031, there shall be
24 a statewide joint labor-management committee continued and administered
25 pursuant to the terms of the agreement, which shall have the responsi-
26 bility for studying and making recommendations concerning matters of
27 mutual interest in the areas of equal employment, diversity and inclu-
28 sion and implementing such agreements which may be entered into between
29 the state and the employee organization concerning such matters.

30 5. During the period July 2, 2026 through July 1, 2031, there shall be
31 a statewide joint labor-management committee continued and administered
32 pursuant to the terms of the agreement, which shall have the responsi-
33 bility for studying and making recommendations concerning issues of
34 health benefits and implementing such agreements which may be entered
35 into between the state and the employee organization concerning such
36 matters.

37 6. During the period July 2, 2026 through July 1, 2031, there shall be
38 a Tripartite Redeployment Committee administered pursuant to the terms
39 of the agreement, which shall have the responsibility for reviewing and
40 discussing issues related to redeployment consideration and implementing
41 such agreements which may be entered into between the state and the
42 employee organization concerning such matters.

43 7. During the period July 2, 2026 through July 1, 2031, there shall be
44 a statewide joint labor-management committee established and adminis-
45 tered pursuant to the terms of the agreement, which shall have the
46 responsibility for studying, making recommendations and approving campus
47 grants that would benefit groups of employees at one or more campuses
48 and implementing such agreements which may be entered into between the
49 state and the employee organization concerning such matters.

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

54 § 10. The salary increases and benefit modifications, and any other
55 modifications to the terms and conditions of employment provided for by
56 this act for state employees in the professional services unit, shall

1 not be implemented until the director of employee relations has deliv-
2 ered, to the director of the budget and the comptroller, a letter that
3 there is in effect with respect to such negotiating unit a collectively
4 negotiated agreement which provides for such increases and modifications
5 and which is fully executed in writing with the state pursuant to arti-
6 cle 14 of the civil service law, and ratified pursuant to the ratifica-
7 tion procedure of the employee organization.

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

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

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

42 § 14. Deferred payment of salary or hourly rate increase. Notwith-
43 standing the provisions of any other section of this act or of any other
44 law, pending payment pursuant to this act of the basic annual salaries
45 or compensation of incumbents of positions subject to this act, such
46 incumbents shall receive, as partial compensation for services rendered,
47 the rate of compensation otherwise payable in their respective posi-
48 tions. An incumbent holding a position subject to this act at any time
49 during the period from the effective dates of the salary or hourly rate
50 increases provided for in this act until the time when basic annual
51 salaries or compensation are first paid pursuant to this act for such
52 services in excess of the compensation actually received therefor, shall
53 be entitled to a lump sum payment for the difference between the salary
54 to which such incumbent is entitled for such services and the compen-
55 sation actually received therefor. Such lump sum payments shall be made
56 as soon as practicable. For the purpose of calculating retirement bene-

1 fits, the amounts paid under this act shall count as compensation earned
2 during the year or years for which it is calculated and not as compen-
3 sation earned wholly in the year in which it is paid. Notwithstanding
4 any law, rule or regulation to the contrary, no member of the profes-
5 sional services unit to whom the provisions of this act apply shall be
6 entitled to, or owed, any interest or other penalty for any reason on
7 any monies due to such member pursuant to the terms of this act and the
8 terms of the agreement covering employees in the professional services
9 unit.

10 § 15. Use of appropriations. The comptroller is authorized to pay any
11 amounts required during the fiscal year commencing April 1, 2026, by the
12 provisions of this act for any state department or agency from any
13 appropriation or other funds available to such state department or agen-
14 cy for personal service or for other related employee benefits during
15 such fiscal year. To the extent that such appropriations are insuffi-
16 cient in any fund to accomplish the purposes herein set forth, the
17 director of the budget is authorized to allocate to the various depart-
18 ments and agencies, from any appropriations available in any fund, the
19 amounts necessary to pay such amounts. The aforementioned appropriations
20 shall be available for payment of any liabilities or obligations
21 incurred prior to April 1, 2026 in addition to current liabilities.

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

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

41 § 18. Appropriations. Notwithstanding any provision of the state
42 finance law or any other provision of law to the contrary, the sum of
43 \$208,000,000 is hereby appropriated in the general fund/state purposes
44 account (10050) in miscellaneous-all state departments and agencies
45 solely for apportionment/transfer by the director of the budget for use
46 by any state department or agency, including the contract colleges at
47 Alfred and Cornell, in any fund for the fiscal year beginning April 1,
48 2026, to supplement appropriations available for personal service, other
49 than personal service, and fringe benefits, and to carry out the
50 provisions of this act. No money shall be available for expenditure from
51 this appropriation until a certificate of approval has been issued by
52 the director of the budget and a copy of such certificate or any amend-
53 ment thereto has been filed with the state comptroller, the chair of the
54 senate finance committee and the chair of the assembly ways and means
55 committee. The monies hereby appropriated are available for payment of
56 any liabilities or obligations incurred prior to April 1, 2026 in addi-

tion to liabilities or obligations associated with the fiscal year commencing April 1, 2026. 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, 2027.

§ 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, 2026 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, 2026 through June 30, 2027. 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 - 10050
State Purposes Account - 003
Non-Personal Service

Statewide Labor Management Committees 316,861
Employee Benefit Fund 841,000

§ 20. This act shall take effect immediately and shall be deemed to have been in full force and effect on and after July 2, 2026. Appropriations made by this act shall remain in full force and effect for liabilities incurred through June 30, 2027.