

# PROGRAM BILL # 14

S. \_\_\_\_\_  
Senate  
\_\_\_\_\_

IN SENATE--Introduced by Sen

--read twice and ordered printed,  
and when printed to be committed  
to the Committee on

----- A.  
Assembly  
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IN ASSEMBLY--Introduced by M. of A.

with M. of A. as co-sponsors

--read once and referred to the  
Committee on

### \*NEYSUNIV\*

(Implements an agreement between the  
state and an employee organization  
in the employ of the state universi-  
ty; appropriation)

SUNY; collective bargain agrmt

### AN ACT

implementing an agreement between  
the state and an employee organiza-  
tion; providing for the adjustment  
of salaries of certain incumbents in  
the professional service in the  
state university; certain employees  
of the contract colleges of Cornell  
and Alfred Universities and making  
an appropriation therefor

## IN SENATE

Senate introducer's signature

The senators whose names are circled below wish to join me in the sponsorship  
of this proposal

s20 Adams	s17 Felder	s63 Kennedy	s25 Montgomery	s23 Savino
s15 Addabbo	s02 Flanagan	s34 Klein	s54 Nozzolio	s29 Serrano
s11 Avella	s08 Fuschillo	s28 Krueger	s55 O'Brien	s51 Seward
s40 Ball	s59 Gallivan	s24 Lanza	s58 O'Mara	s09 Skalos
s42 Bonacic	s12 Gianaris	s39 Larkin	s21 Parker	s14 Smith
s04 Boyle	s41 Gipson	s37 Latimer	s13 Peralta	s26 Squadron
s44 Breslin	s22 Golden	s01 LaValle	s30 Perkins	s16 Stavisky
s38 Carlucci	s47 Griffo	s52 Libous	s61 Ranzenhofer	s35 Stewart- Cousins
s50 DeFrancisco	s60 Grisanti	s45 Little	s48 Ritchie	
s32 Diaz	s06 Hannon	s05 Marcellino	s33 Rivera	s46 Tkaczyk
s18 Dilan	s36 Hassell-	s43 Marchione	s56 Robach	s53 Valesky
s31 Espaillet	Thompson	s07 Martins	s19 Sampson	s57 Young
s49 Farley	s27 Hoylman	s62 Maziarz	s10 Sanders	s03 Zeldin

## IN ASSEMBLY

Assembly introducer's signature

The Members of the Assembly whose names are circled below wish to join me in the  
multi-sponsorship of this proposal:

a049 Abbate	a081 Dinowitz	a135 Johns	a133 Nojay	a140 Schimminger
a092 Abinanti	a147 DiPietro	a113 Jordan	a037 Nolan	a087 Sepulveda
a084 Arroyo	a115 Duprey	a094 Katz	a130 Oaks	a065 Silver
a035 Aubry	a004 Englebright	a074 Kavanagh	a069 O'Donnell	a027 Simanowitz
a120 Barclay	a054 Espinal	a142 Kearns	a051 Ortiz	a036 Simotas
a106 Barrett	a109 Faby	a076 Kellner	a091 Otis	a104 Skartados
a060 Barron	a071 Farrell	a040 Kim	a132 Palmesano	a099 Skoufis
a082 Benedetto	a126 Finch	a131 Kolb	a088 Paulin	a022 Solages
a117 Blankenbush	a008 Fitzpatrick	a105 Lalor	a141 Peoples- Stokes	a114 Stec
a062 Borelli	a124 Friend	a013 Lavine	a058 Perry	a079 Stevenson
a055 Boyland	a143 Gabryszak	a050 Lentol	a089 Pretlow	a127 Stirpe
a026 Braunstein	a095 Galef	a125 Lifton	a073 Quart	a011 Sweeney
a044 Brennan	a137 Gantt	a102 Lopez, P.	a019 Ra	a112 Tedisco
a119 Brindisi	a007 Garbarino	a123 Lupardo	a098 Rabbitt	a101 Tenney
a138 Bronson	a077 Gibson	a010 Lupinacci	a012 Raia	a001 Thiele
a046 Brook-Krasny	a148 Giglio	a121 Magee	a006 Ramos	a061 Titone
a093 Buchwald	a080 Gjonaj	a129 Magnarelli	a134 Reilich	a031 Titus
a118 Butler	a066 Glick	a059 Maisel	a078 Rivera	a146 Walter
a103 Cahill	a023 Goldfeder	a064 Malliotakis	a128 Roberts	a041 Weinstein
a043 Camara	a150 Goodell	a030 Markey	a056 Robinson	a020 Weisenberg
a145 Ceretto	a075 Gottfried	a090 Mayer	a068 Rodriguez	a024 Weprin
a033 Clark	a005 Graf	a108 McDonald	a072 Rosa	a070 Wright
a047 Colton	a100 Gunther	a014 McDonough	a067 Rosenthal	a096 Zebrowski
a032 Cook	a139 Hawley	a017 McKevitt	a025 Rozic	a002
a144 Corwin	a083 Heastie	a107 McLaughlin	a116 Russell	a053
a085 Crespo	a003 Hennessey	a038 Miller	a149 Ryan	a086
a122 Crouch	a028 Hevesi	a052 Millman	a009 Saladino	
a021 Curran	a048 Hiking	a015 Montesano	a111 Santabarbara	
a063 Cusick	a018 Hooper	a136 Morelle	a029 Scarborough	
a045 Cymbrowitz	a042 Jacobs	a057 Mosley	a016 Schimel	
a034 DenDekker	a097 Jaffee	a039 Moya		

1) Single House Bill (introduced and printed separately in either or both  
houses). Uni-Bill (introduced simultaneously in both houses and printed as one  
bill. Senate and Assembly introducer sign the same copy of the bill).

2) Circle names of co-sponsors and return to introduction clerk with 2 signed  
copies of bill and 4 copies of memorandum in support (single house); or 4 signed  
copies of bill and 8 copies of memorandum in support (uni-bill).

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 2013 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, 2014, of incumbents of posi-  
15 tions in the professional service in the state university in the profes-  
16 sional services unit, other than positions described in subdivision 11  
17 of this section, shall be increased by 2 percent, adjusted to the near-  
18 est whole dollar amount (a) commencing the first day of the payroll  
19 period closest to July 1, 2014 for employees having a calendar year or  
20 college year professional obligation or (b) commencing the first day of  
21 the payroll period closest to September 1, 2014 for employees having an  
22 academic year professional obligation, except that certain incumbents at  
23 the state university of New York at Binghamton, the colleges of technol-  
24 ogy and the agriculture and technology colleges heretofore specifically  
25 identified by the department of audit and control, for the purpose of  
26 establishing the effective date of eligibility for salary increases  
27 shall be granted said salary increase commencing the first day of the  
28 payroll period closest to July 1, 2014. Notwithstanding the above, for

1 employees having an academic year professional obligation and who are in  
2 a 21 pay period status, for the purpose of establishing the effective  
3 date of eligibility for salary increase, shall be granted said salary  
4 increase effective August 14, 2014.

5 2. The basic annual salaries as of June 30, 2015, of incumbents of  
6 positions in the professional service in the state university in the  
7 professional services unit, other than positions described in subdivi-  
8 sion 11 of this section, shall be increased by 2 percent, adjusted to  
9 the nearest whole dollar amount (a) commencing the first day of the  
10 payroll period closest to July 1, 2015, for employees having a calendar  
11 year or college year professional obligation, or (b) commencing the  
12 first day of the payroll period closest to September 1, 2015, for  
13 employees having an academic year professional obligation, except that  
14 certain incumbents at the state university of New York at Binghamton,  
15 the colleges of technology and the agriculture and technology colleges  
16 heretofore specifically identified by the department of audit and  
17 control for the purpose of establishing the effective date of eligibil-  
18 ity for salary increases, shall be granted said salary increase commenc-  
19 ing the first day of the payroll period closest to July 1, 2015.  
20 Notwithstanding the above provisions of this subdivision, employees  
21 having an academic year professional obligation and who are in a 21 pay  
22 period status, for the purpose of establishing the effective date of  
23 eligibility for salary increases, shall be granted said salary increase  
24 effective August 13, 2015.

25 3. Notwithstanding the provisions of subdivisions 1 or 2 of this  
26 section, an employee in service on April 30 of 2014 or 2015, whose  
27 employment expired prior to July 1 of either such year and who would  
28 have been eligible for the salary increase provided for in subdivision 1

1 or 2 of this section if the employee's employment had continued through  
2 July 1 of that year, shall be eligible for the salary increase provided  
3 for in subdivision 1 or 2 of this section if the employee is reemployed  
4 in an equivalent position for at least one semester or the equivalent of  
5 the twelve-month period commencing on July 1 of such year.

6 4. Notwithstanding the provisions of subdivisions 1 or 2 of this  
7 section, an employee in service during a portion of the twelve-month  
8 period commencing on July 1 of 2014 or 2015, for at least one semester  
9 or the equivalent, but whose employment expired prior to July 1 of the  
10 following year, shall be eligible for the salary increase provided for  
11 such year in subdivision 1 or 2 of this section if the employee is reem-  
12 ployed in an equivalent position for at least one semester or the equiv-  
13 alent of the twelve-month period commencing on July 1 of such following  
14 year.

15 5. The provisions of this subdivision shall apply to incumbents of  
16 positions in the professional services unit, other than positions  
17 described in subdivision eleven of this section. (a) For each of the  
18 years 2013, 2014 and 2015, there shall be available an amount equal to  
19 one-half of 1 percent (0.5%) of the total of the basic annual salaries  
20 on June 30 of each such year of incumbents to whom the provisions of  
21 this subdivision apply, for distribution to such incumbents as one-time  
22 lump sum bonus payments made by the state university trustees in their  
23 discretion.

24 (b) For the year 2016, there shall be available an amount equal to 1  
25 percent (1.0%) of the total of the basic annual salaries on June 30 of  
26 such year of incumbents to whom the provisions of this subdivision  
27 apply, for distribution to such incumbents as one-time lump sum bonus  
28 payments made by the state university trustees in their discretion.

1 (c) Such lump sum payments as described in paragraphs (a) and (b) of  
2 this subdivision shall be made to incumbents on the payroll on June 30  
3 of each year and at the time of payment and shall occur not later than  
4 December 31 of each year. Such lump sum payments shall be in addition to  
5 and shall not be a part of an employee's basic annual salary, provided,  
6 however, that such payments shall be included as compensation for  
7 retirement purposes. The total of the basic annual salaries on June 30  
8 shall include the total salaries of part-time faculty employees in  
9 service on April 30 of that year, but whose employment expires prior to  
10 July 1 of such year. If the part-time faculty employee is reemployed  
11 prior to the distribution of the pool, the employee will be eligible for  
12 a discretionary increase at the discretion of the state university trus-  
13 tees.

14 6. Chancellor's power of SUNY performance incentive payment. The  
15 provisions of this subdivision shall apply to incumbents of positions in  
16 the professional services unit, other than positions described in subdi-  
17 vision 11 of this section. (a) Pursuant to the terms of the agreement,  
18 effective July 1, 2013, there shall be a chancellor's power of SUNY  
19 performance incentive payment in the amount of 500 dollars added to the  
20 basic annual salary of eligible incumbents as of June 30, 2013 at the  
21 discretion of the chancellor. Such payment shall occur not later than  
22 December 31, 2013 and shall be retroactive to incumbents on the payroll  
23 effective July 1, 2013 or September 1, 2013, as appropriate to profes-  
24 sional obligation, and who are active on the payroll at the time of  
25 payment. Incumbents who worked at least one semester during the twelve-  
26 month period commencing July 1, 2012 and whose employment expires prior  
27 to July 1, 2013 shall be eligible for the payment if they are reemployed  
28 and active on the payroll on the effective date of the payment. In addi-

1 tion, pursuant to the terms of the agreement, this payment shall be  
2 pro-rated for eligible part-time employees based on a formula to be  
3 agreed to by the state and the employee organization representing  
4 members of the professional services unit.

5 (b) Pursuant to the terms of the agreement, effective July 1, 2014,  
6 there shall be a chancellor's power of SUNY performance incentive  
7 payment in the amount of 250 dollars added to the basic annual salary of  
8 eligible incumbents as of June 30, 2014 at the discretion of the chan-  
9 cellor. Such payment shall occur not later than December 31, 2014 and  
10 shall be retroactive to incumbents on the payroll effective July 1, 2014  
11 or September 1, 2014, as appropriate to professional obligation, and who  
12 are active on the payroll at the time of payment. Incumbents who worked  
13 at least one semester during the twelve-month period commencing July 1,  
14 2013 and whose employment expires prior to July 1, 2014 shall be eligi-  
15 ble for the payment if they are reemployed and active on the payroll on  
16 the effective date of the payment. In addition, pursuant to the terms of  
17 the agreement, this payment shall be pro-rated for eligible part-time  
18 employees based on a formula to be agreed to by the state and the  
19 employee organization representing members of the professional services  
20 unit.

21 (c) Pursuant to the terms of the agreement, effective July 1, 2015,  
22 there shall be a chancellor's power of SUNY performance incentive  
23 payment in the amount of 500 dollars added to the basic annual salary of  
24 eligible incumbents as of June 30, 2015 at the discretion of the chan-  
25 cellor. Such payment shall occur not later than December 31, 2015 and  
26 shall be retroactive to incumbents on the payroll effective July 1, 2015  
27 or September 1, 2015, as appropriate to professional obligation, and who  
28 are active on the payroll at the time of payment. Incumbents who worked

1 at least one semester during the twelve-month period commencing July 1,  
2 2014 and whose employment expires prior to July 1, 2015 shall be eligi-  
3 ble for the payment if they are reemployed and active on the payroll on  
4 the effective date of the payment. In addition, pursuant to the terms of  
5 the agreement, this payment shall be pro-rated for eligible part-time  
6 employees based on a formula to be agreed to by the state and the  
7 employee organization representing members of the professional services  
8 unit.

9 7. Location compensation of certain incumbents in positions in the  
10 professional service of the state university. (a) Employees in positions  
11 in the professional services unit who are full-time employees and whose  
12 work station is: (i) in the city of New York, or in the county of  
13 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled  
14 to location pay at the annual rate of 3,026 dollars effective January 1,  
15 2009, or (ii) in the county of Dutchess, Putnam or Orange shall continue  
16 to be entitled to location pay at the annual rate of 1,513 dollars  
17 effective January 1, 2009.

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

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

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

3 8. (a) Pursuant to the terms of the agreement, full-time employees in  
4 the professional services unit who have been granted permanent or  
5 continuing appointment at the campus at which they currently are  
6 employed, effective on or after July 2, 2011 and on or before January 1,  
7 2013, or full-time employees who have been granted a second five-year  
8 term appointment at the campus at which they are currently employed  
9 under Article XI, Title A of the policies of the board of trustees of  
10 the state university of New York, effective on or after July 2, 2011 and  
11 on or before January 1, 2013, or employees who have completed seven  
12 consecutive years of full-time service in Appendix C of the agreement,  
13 Lecturer, or Appendix B of the agreement, Section 4 - Division III  
14 Sports, effective on or before January 1, 2013, shall receive a one-time  
15 advance to basic annual salary of 500 dollars. Such advance shall be  
16 effective on January 1, 2013, shall be made as soon as practicable, and  
17 shall be added to and become part of such employee's basic annual sala-  
18 ry. Eligible employees who receive such appointments after January 1,  
19 2013 shall also receive such advance to basic annual salary of 500  
20 dollars, to occur as soon as practicable thereafter.

21 (b) Pursuant to the terms of the agreement, part-time employees in the  
22 professional services unit who have completed at least eight years of  
23 consecutive service at the campus at which they are currently employed  
24 on or after July 2, 2011, shall receive a lump sum payment in the amount  
25 of 500 dollars. Such payment shall be made as soon as practicable there-  
26 after, and shall be in addition to and shall not be a part of an employ-  
27 ee's basic annual salary, provided, however, that such payment shall be  
28 included as compensation for retirement purposes. Pursuant to the terms

1 of the agreement, part-time employees are eligible to receive this  
2 payment every eight years thereafter of consecutive service at the  
3 campus at which they are currently employed. In no event shall a part-  
4 time employee be eligible for a service award, as described in this  
5 paragraph, more than once every eight years.

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

9 (b) The basic annual salary minimums as of June 30, 2014, as provided  
10 for in the agreement, shall be increased by 2 percent, adjusted to the  
11 nearest whole dollar amount, on the dates of the salary increase  
12 provided for in subdivision 1 of this section.

13 (c) The basic annual salary minimums as of June 30, 2015, as provided  
14 for in the agreement, shall be increased by 2 percent, adjusted to the  
15 nearest whole dollar amount, on the dates of the salary increase  
16 provided for in subdivision 2 of this section.

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

23 (e) Notwithstanding the provisions of subdivision 1 of this section,  
24 incumbents to whom the provisions of subdivisions 1 and 2 of this  
25 section apply and who are in employment status on July 1, 2014, shall  
26 receive not less than the minimum basic annual salary in force on July  
27 1, 2014, as provided for in the agreement, for the rank or grade in  
28 which such incumbent serves.

1 (f) An incumbent promoted on or after the effective dates, appropriate  
2 to the incumbent's professional obligation or the incumbent's date of  
3 eligibility for salary increases, of the salary increases provided for  
4 in subdivisions 1 and 2 of this section shall receive not less than the  
5 minimum basic annual salary provided for in the agreement for the rank  
6 or grade to which the incumbent has been promoted.

7 (g) An employee hired on or after the effective dates, appropriate to  
8 the employee's professional obligation or the employee's date of eligi-  
9 bility for salary increases, of the salary increases provided for in  
10 subdivisions 1 and 2 of this section shall receive not less than the  
11 minimum basic annual salary for the employee's rank or grade provided  
12 for in the agreement on the date the employee is placed in payroll  
13 status.

14 10. The increases in salary payable pursuant to subdivisions 1 and 2  
15 of this section shall apply on a pro-rated basis to incumbents otherwise  
16 eligible to receive an increase in salary pursuant to this section, who  
17 are paid on an hourly or per diem basis, or who serve on a part-time  
18 basis or who are paid on any basis other than at an annual salary rate.

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

1 12. Inconvenience pay. Pursuant to the terms of the agreement, effec-  
2 tive July 2, 2011, an eligible employee, as provided for in the agree-  
3 ment, shall continue to be paid 575 dollars per year for working 4 or  
4 more hours between the hours of 6:00 p.m. and 6:00 a.m.

5 13. Basic annual salary. For the purposes of this section, basic annu-  
6 al salary is the amount of annual compensation payable to an employee  
7 for the performance of the employee's professional obligation, as such  
8 obligation is set forth in Title H, Article XI, of the policies of the  
9 board of trustees of the state university of New York, from state monies  
10 appropriated for such purpose. Nothing herein shall prevent increasing  
11 amounts paid to incumbents of positions of the professional service in  
12 the professional services unit in addition to the basic annual salary,  
13 provided however, that the amounts required for such other increases and  
14 the cost of fringe benefits attributable to such other increases, as  
15 determined by the comptroller, are made available to the state in  
16 accordance with procedures established by the state university; provided  
17 that the state university shall annually submit a report to the director  
18 of the budget specifying aggregate amounts by campus, sources and  
19 expenditure of such funds as payment for such increases.

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

26 § 3. Compensation for certain state employees in the state university  
27 that are designated, stipulated, or excluded from negotiating units as  
28 managerial or confidential pursuant to article 14 of the civil service

1 law and certain employees of contract colleges at Cornell and Alfred  
2 Universities. 1. The provisions of this subdivision shall apply only to  
3 incumbents of positions in bargaining unit 13 in the professional  
4 service of the state university that are designated, stipulated, or  
5 excluded from negotiating units as managerial or confidential pursuant  
6 to article 14 of the civil service law.

7 (a) For each of the years 2013, 2014 and 2015, there shall be avail-  
8 able an amount equal to one-half of 1 percent (0.5%) of the total of the  
9 basic annual salaries on June 30 of each such year of incumbents to whom  
10 the provisions of this subdivision apply, for distribution, in whole or  
11 in part, to such incumbents as one-time lump sum bonus payments by the  
12 state university trustees, in their discretion, and subject to the  
13 approval of the chancellor.

14 (b) For the year 2016, there shall be available an amount equal to 1  
15 percent (1.0%) of the total of the basic annual salaries on June 30 of  
16 such year of incumbents to whom the provisions of this subdivision  
17 apply, for distribution, in whole or in part, to such incumbents as  
18 one-time lump sum bonus payments by the state university trustees, in  
19 their discretion, and subject to the approval of the chancellor.

20 (c) If approved, such lump sum payments as described in paragraphs (a)  
21 and (b) shall be made to incumbents on the payroll on June 30 of each  
22 year and who are on the payroll at the time of payment. Such payment  
23 shall occur not later than December 31 of each year. Such lump sum  
24 payments shall be in addition to and shall not be a part of an employ-  
25 ee's basic annual salary, provided, however, that such payments shall be  
26 included as compensation for retirement purposes.

27 2. Chancellor's power of SUNY performance incentive payment. The  
28 provisions of this subdivision shall apply only to incumbents of posi-

1 tions in bargaining unit 13 in the professional service of the state  
2 university that are designated, stipulated, or excluded from negotiating  
3 units as managerial or confidential pursuant to article 14 of the civil  
4 service law.

5 (a) Subject to the approval of the chancellor, effective July 1, 2013,  
6 there shall be a chancellor's power of SUNY performance incentive  
7 payment in the amount of 500 dollars added to the basic annual salary of  
8 eligible incumbents on the payroll as of June 30, 2013 and who are on  
9 the payroll at the time of payment. Such payment shall occur not later  
10 than December 31, 2013. Subject to the approval of the chancellor, this  
11 payment shall be pro-rated for eligible part-time employees based on a  
12 formula established by the chancellor.

13 (b) Subject to the approval of the chancellor, effective July 1, 2014,  
14 there shall be a chancellor's power of SUNY performance incentive  
15 payment in the amount of 250 dollars added to the basic annual salary of  
16 eligible incumbents on the payroll as of June 30, 2014 and who are on  
17 the payroll at the time of payment. Such payment shall occur not later  
18 than December 31, 2014. Subject to the approval of the chancellor, this  
19 payment shall be pro-rated for eligible part-time employees based on a  
20 formula established by the chancellor.

21 (c) Subject to the approval of the chancellor, effective July 1, 2015,  
22 there shall be a chancellor's power of SUNY performance incentive  
23 payment in the amount of 500 dollars added to the basic annual salary of  
24 eligible incumbents as of June 30, 2015 and who are on the payroll at  
25 the time of payment. Such payment shall occur not later than December  
26 31, 2015. Subject to the approval of the chancellor, this payment shall  
27 be pro-rated for eligible part-time employees based on a formula estab-  
28 lished by the chancellor.

1 3. The compensation increases in subdivisions 1 and 2 of this section  
2 may also be provided by Cornell and Alfred Universities, within the  
3 appropriations available therefor, at their discretion, and with the  
4 approval of the state university trustees, to incumbents of positions in  
5 the institutions under the management of Cornell and Alfred Universities  
6 as representative of the board of trustees of the state university that,  
7 in the opinion of the director of employee relations, would be desig-  
8 nated managerial or confidential were they subject to article 14 of the  
9 civil service law.

10 4. The salary increases provided for by this section shall not be  
11 implemented until the director of employee relations has delivered, to  
12 the director of the budget and the comptroller, a certificate that there  
13 is in effect a collectively negotiated agreement between the state and  
14 state employees in the professional services unit pursuant to article 14  
15 of the civil service law, and ratified pursuant to the ratification  
16 procedure of the employee organization.

17 § 4. Recall compensation for certain state officers and employees  
18 within the professional services unit. 1. Notwithstanding any provision  
19 of law to the contrary and to the extent that the agreement so provides,  
20 full-time professional employees (a) as defined by the policies of the  
21 board of trustees of the state university of New York within the profes-  
22 sional services unit, who provide patient care services on a full-time  
23 basis in the areas of a hospital or clinic specified in the agreement,  
24 and who are eligible to accrue overtime credits, or (b) who are specif-  
25 ically identified by the college president as subject to recall, shall  
26 be considered to have worked a minimum of 4 hours each time they are  
27 recalled to work overtime after having completed their scheduled work  
28 period and left their scheduled work station. In the event any such

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

13 2. In addition to eligible full-time professional employees as set  
14 forth in subdivision 1 of this section, notwithstanding any provision of  
15 law to the contrary and to the extent that the agreement so provides,  
16 employees in positions at the campus specifically designated by the  
17 college president, in accordance with the terms of the agreement, as  
18 eligible for recall compensation, shall be considered to have worked a  
19 minimum of 4 hours each time they are recalled to work overtime after  
20 having completed their scheduled work period and left their scheduled  
21 work station. In the event any such eligible employee works in excess of  
22 4 hours upon such recall, such employee shall receive overtime compen-  
23 sation for the hours actually worked.

24 3. Any employee eligible to receive compensation pursuant to this  
25 section who is recalled to work more than once during a period of 4  
26 hours commencing with the onset of the initial recall will not be eligi-  
27 ble for more than 4 hours of compensation in any form unless more than 4  
28 hours is actually worked. Any compensation paid pursuant to this section

1 shall be in addition to and not part of such employee's basic annual  
2 salary, provided however, that any amounts payable pursuant to this  
3 section shall be included as compensation for retirement purposes.

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

17 § 6. Health insurance coverage for part-time employees in the profes-  
18 sional services negotiating unit of the state university. Notwithstand-  
19 ing any provision of law to the contrary, any employee serving in a  
20 position within the professional services negotiating unit of the state  
21 university who serves on a part-time basis and is otherwise ineligible  
22 to receive health insurance coverage may participate in the state health  
23 insurance program provided that such part-time employee pays the full  
24 premium cost for the coverage provided by such health insurance program.

25 § 7. Statewide joint labor-management committees for certain state  
26 officers and employees. 1. During the period July 2, 2013 through July  
27 1, 2016, there shall be a statewide joint labor-management committee  
28 continued and administered pursuant to the terms of the agreement, which

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

5 2. During the period July 2, 2013 through July 1, 2016, there shall be  
6 a statewide joint labor-management committee continued and administered  
7 pursuant to the terms of the agreement, which shall have the responsi-  
8 bility for studying and making recommendations concerning employment  
9 related issues as required by provisions of the agreement and adminis-  
10 tering the continuity of employment fund subject to the approval of the  
11 state and the employee organization.

12 3. During the period July 2, 2013 through July 1, 2016, there shall be  
13 a statewide joint labor-management committee continued and administered  
14 pursuant to the terms of the agreement, which shall have the responsi-  
15 bility for studying and making recommendations concerning issues of  
16 safety in the workplace and implementing such agreements which may be  
17 entered into between the state and the employee organization concerning  
18 such matters.

19 4. During the period July 2, 2013 through July 1, 2016, there shall be  
20 a statewide joint labor-management committee continued and administered  
21 pursuant to the terms of the agreement, which shall have the responsi-  
22 bility for studying and making recommendations concerning matters of  
23 mutual interest in the areas of equal employment and affirmative action  
24 concerning minorities, women, persons with disabilities and military  
25 status and implementing such agreements which may be entered into  
26 between the state and the employee organization concerning such matters.

27 5. During the period July 2, 2013 through July 1, 2016, there shall be  
28 a statewide joint labor-management committee continued and administered

1 pursuant to the terms of the agreement, which shall have the responsi-  
2 bility for studying and making recommendations concerning issues of  
3 health benefits and implementing such agreements which may be entered  
4 into between the state and the employee organization concerning such  
5 matters.

6 6. During the period July 2, 2013 through July 1, 2016, 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 issues of  
10 technology and implementing such agreements which may be entered into  
11 between the state and the employee organization concerning such matters.

12 7. During the period July 2, 2013 through July 1, 2016, there shall be  
13 a Tripartite Redeployment Committee administered pursuant to the terms  
14 of the agreement, which shall have the responsibility for reviewing and  
15 discussing issues related to redeployment consideration and implementing  
16 such agreements which may be entered into between the state and the  
17 employee organization concerning such matters.

18 8. During the period July 2, 2013 through July 1, 2016, there shall be  
19 a statewide joint labor-management committee established and adminis-  
20 tered pursuant to the terms of the agreement, which shall have the  
21 responsibility for studying, making recommendations and approving campus  
22 grants that would benefit groups of employees at one or more campuses  
23 and implementing such agreements which may be entered into between the  
24 state and the employee organization concerning such matters.

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

1 § 9. The salary increases and benefit modifications, and any other  
2 modifications to the terms and conditions of employment provided for by  
3 this act for state employees in the professional services unit, shall  
4 not be implemented until the director of employee relations has deliv-  
5 ered, to the director of the budget and the comptroller, a certificate  
6 that there is in effect with respect to such negotiating unit a collec-  
7 tively negotiated agreement which provides for such increases and  
8 modifications and which is fully executed in writing with the state  
9 pursuant to article 14 of the civil service law, and ratified pursuant  
10 to the ratification procedure of the employee organization.

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

17 § 11. Notwithstanding any inconsistent provision of law, where and to  
18 the extent that any agreement between the state and the employee organ-  
19 ization entered into pursuant to article 14 of the civil service law so  
20 provides on behalf of employees in the professional services unit,  
21 effective January 1, 2014, the state shall contribute an amount desig-  
22 nated in such agreement and for the period covered by such agreement to  
23 the accounts of such employees enrolled for dependent care deductions  
24 pursuant to subdivision 7 of section 201-a of the state finance law.  
25 Such amounts shall be from funds appropriated herein and shall not be  
26 part of basic annual salary for overtime or retirement purposes.

27 § 12. Date of entitlement to salary increase. Notwithstanding the  
28 provisions of this act or of any other law, the increase in salary or

1 compensation of any officer or employee provided by this act shall be  
2 added to the salary or compensation of such officer or employee at the  
3 beginning of that payroll period the first day of which is nearest to  
4 the effective date of such increase as provided in this act, or at the  
5 beginning of the earlier of two payroll periods the first days of which  
6 are nearest but equally near to the effective date of such increase as  
7 provided in this act, provided, however, that for the purposes of deter-  
8 mining the salary of such officer or employee upon reclassification,  
9 reallocation, appointment, promotion, transfer, demotion, reinstatement  
10 or other change of status, such salary increase shall be deemed to be  
11 effective on the date thereof as prescribed in this act, and the payment  
12 thereof pursuant to this section on a date prior thereto, instead of on  
13 such effective date, and shall not operate to confer any additional  
14 salary rights or benefits on such officer or employee. Payment of such  
15 salary increase may be deferred pursuant to section thirteen of this  
16 act.

17 § 13. Deferred payment of salary increase. Notwithstanding the  
18 provisions of any other section of this act or of any other law, pending  
19 payment pursuant to this act of the basic annual salaries of incumbents  
20 of positions subject to this act, such incumbents shall receive, as  
21 partial compensation for services rendered, the rate of compensation  
22 otherwise payable in their respective positions. An incumbent holding a  
23 position subject to this act at any time during the period from the  
24 effective dates of the salary increases provided for in this act until  
25 the time when basic annual salaries are first paid pursuant to this act  
26 for such services in excess of the compensation actually received there-  
27 for, shall be entitled to a lump sum payment for the difference between  
28 the salary to which such incumbent is entitled for such services and the

1 compensation actually received therefor. Such lump sum payments shall be  
2 made as soon as practicable. The amounts paid under this act shall count  
3 as compensation earned during the year or years for which it is calcu-  
4 lated and not as compensation earned wholly in the year in which it is  
5 paid. Notwithstanding any law, rule or regulation to the contrary, no  
6 member of the professional services unit to whom the provisions of this  
7 act apply shall be entitled to, or owed, any interest or other penalty  
8 for any reason on any monies due to such member pursuant to the terms of  
9 this act and the terms of the agreement covering employees in the  
10 professional services unit.

11 § 14. Use of appropriations. The comptroller is authorized to pay any  
12 amounts required during the fiscal year commencing April 1, 2013, by the  
13 provisions of this act for any state department or agency from any  
14 appropriation or other funds available to such state department or agen-  
15 cy for personal service or for other related employee benefits during  
16 such fiscal year. To the extent that such appropriations are insuffi-  
17 cient in any fund to accomplish the purposes herein set forth, the  
18 director of the budget is authorized to allocate to the various depart-  
19 ments and agencies, from any appropriations available in any fund, the  
20 amounts necessary to pay such amounts. The aforementioned appropriations  
21 shall be available for payment of any liabilities or obligations  
22 incurred prior to April 1, 2013 in addition to current liabilities.

23 § 15. Payment from special or administrative funds. If the compen-  
24 sation to which officers and employees of the state are otherwise enti-  
25 tled is payable from a special or administrative fund or funds of the  
26 state, other than the general fund or the capital projects fund of the  
27 state, the increase in compensation to which such officers or employees  
28 are entitled under this act shall be payable from such other fund or

1 funds in the same manner as such other compensation. If the amounts  
2 appropriated or allocable from such other fund or funds are insufficient  
3 to accomplish the purposes of this act, the director of the budget is  
4 hereby authorized to allocate such additional sums from such other fund  
5 or funds as may be necessary therefor.

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

14 § 17. Appropriations. Notwithstanding any provision of the state  
15 finance law or any other provision of law to the contrary, the several  
16 amounts as hereinafter set forth, or so much thereof as may be neces-  
17 sary, are hereby appropriated from the fund so designated for use by any  
18 state department or agency, including the contract colleges at Alfred  
19 and Cornell, for the fiscal year beginning April 1, 2013, to supplement  
20 appropriations available for fringe benefits, and to carry out the  
21 provisions of this act. Moreover, the amounts appropriated as non-per-  
22 sonal service may be suballocated to any state department or agency as  
23 needed. The monies hereby appropriated are available for payment of any  
24 liabilities or obligations incurred prior to April 1, 2013 in addition  
25 to liabilities or obligations associated with the fiscal year commencing  
26 April 1, 2013. No money shall be available for expenditure from this  
27 appropriation until a certificate of approval of availability has been  
28 issued by the director of the budget and a copy of such certificate or

1 any amendment thereto has been filed with the state comptroller, the  
 2 chair of the senate finance committee and the chair of the assembly ways  
 3 and means committee.

4 **NONPERSONAL SERVICE**

5 For services and expenses to carry out the  
 6 provisions of this act, including, but not  
 7 limited to: adjustments to compensation,  
 8 funding for professional development,  
 9 safety and health, employee assistance  
 10 programs, the employment committee, the  
 11 affirmative action committee and the tech-  
 12 nology committee, the tripartite redeploy-  
 13 ment committee and the campus grants  
 14 committee and for family benefit programs,  
 15 including but not limited to the employ-  
 16 er's share of dependent care, for employ-  
 17 ees of the state university of New York in  
 18 the collective negotiating unit designated  
 19 as the professional services negotiating  
 20 unit ..... \$3,182,000  
 21 For the joint committee on health benefits ..... \$175,000

22 § 18. This act shall take effect immediately and shall be deemed to  
 23 have been in full force and effect on and after July 2, 2011.