

Legislative Bill Drafting Commission  
12017-02-3

S. -----  
Senate  
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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

\*APPR\*

\*CIVSE\*

(Implements 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; appropriation)

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SUNY professional services, comp

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; and making an  
appropriation for the purpose of  
effectuating certain provisions  
thereof

IN SENATE

Senate introducer's signature

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

s15 Addabbo	s34 Fernandez	s28 Krueger	s01 Palumbo	s42 Skoufis
s43 Ashby	s60 Gallivan	s24 Lanza	s21 Parker	s11 Stavisky
s36 Bailey	s12 Gianaris	s16 Liu	s19 Persaud	s45 Stec
s57 Borrello	s59 Gonzalez	s50 Mannion	s13 Ramos	s35 Stewart-
s46 Breslin	s26 Gounardes	s04 Martinez	s05 Rhoads	Cousins
s25 Brisport	s53 Griffo	s07 Martins	s33 Rivera	s44 Tedisco
s55 Brouk	s40 Harckham	s02 Mattera	s39 Rolison	s06 Thomas
s09 Canzoneri-	s54 Helming	s48 May	s61 Ryan	s49 Walczyk
Fitzpatrick	s41 Hinchey	s37 Mayer	s18 Salazar	s52 Webb
s17 Chu	s47 Hoylman-	s03 Murray	s10 Sanders	s38 Weber
s30 Cleare	Sigal	s20 Myrie	s23 Scarcella-	s08 Weik
s14 Comrie	s31 Jackson	s51 Oberacker	Spanton	
s56 Cooney	s27 Kavanagh	s58 O'Mara	s32 Sepulveda	
s22 Felder	s63 Kennedy	s62 Ortt	s29 Serrano	

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:

a078 Alvarez	a140 Conrad	a150 Goodell	a017 Mikulin	a016 Sillitti
a031 Anderson	a032 Cook	a116 Gray	a122 Miller	a052 Simon
a121 Angelino	a039 Cruz	a100 Gunther	a051 Mitaynes	a075 Simone
a037 Ardila	a043 Cunningham	a139 Hawley	a145 Morinello	a114 Simpson
a035 Aubry	a021 Curran	a083 Heastie	a144 Norris	a094 Slater
a120 Barclay	a018 Darling	a028 Hevesi	a045 Novakhov	a005 Smith
a106 Barrett	a053 Davila	a128 Hunter	a069 O'Donnell	a118 Smullen
a105 Beephan	a072 De Los Santos	a029 Hyndman	a091 Otis	a022 Solages
a107 Bendett	a003 DeStefano	a079 Jackson	a132 Palmesano	a110 Steck
a082 Benedetto	a070 Dickens	a104 Jacobson	a088 Paulin	a010 Stern
a042 Bichotte	a054 Dilan	a011 Jean-Pierre	a141 Peoples-	a127 Stirpe
Hermelyn	a081 Dinowitz	a134 Jensen	Stokes	a102 Tague
a117 Blankenbush	a147 DiPietro	a115 Jones	a023 Pheffer	a064 Tannousis
a015 Blumencranz	a009 Durso	a077 Joyner	Amato	a086 Tapia
a073 Bores	a099 Eachus	a125 Kelles	a063 Pirozzolo	a071 Taylor
a098 Brabene	a048 Eichenstein	a040 Kim	a089 Pretlow	a001 Thiele
a026 Braunstein	a074 Epstein	a013 Lavine	a019 Ra	a033 Vanel
a138 Bronson	a109 Fahy	a065 Lee	a030 Raga	a055 Walker
a046 Brook-Krasny	a061 Fall	a126 Lemondes	a038 Rajkumar	a143 Wallace
a020 Brown, E.	a008 Fitzpatrick	a095 Levenberg	a006 Ramos	a112 Walsh
a012 Brown, K.	a004 Flood	a060 Lucas	a062 Reilly	a041 Weinstein
a093 Burdick	a057 Forrest	a135 Lunsford	a087 Reyes	a024 Weprin
a085 Burgos	a124 Friend	a123 Lupardo	a149 Rivera	a059 Williams
a142 Burke	a050 Gallagher	a129 Magnarelli	a027 Rosenthal, D.	a113 Woerner
a119 Buttenschon	a131 Gallahan	a101 Maher	a067 Rosenthal, L.	a080 Zaccaro
a133 Byrnes	a007 Gandolfo	a036 Mamdani	a025 Rozic	a096 Zebrowski
a044 Carroll	a068 Gibbs	a130 Manktelow	a111 Santabarbara	a056 Zinerman
a058 Chandler-	a002 Giglio, J.A.	a108 McDonald	a090 Sayegh	
Waterman	a148 Giglio, J.M.	a014 McDonough	a076 Seawright	
a049 Chang	a066 Glick	a097 McGowan	a084 Septimo	
a136 Clark	a034 Gonzalez-	a146 McMahan	a092 Shimsky	
a047 Colton	Rojas	a137 Meeks	a103 Shrestha	

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: in Assembly 2 copies of memorandum in support, in  
Senate 4 copies of memorandum in support (single house); or 4 signed copies  
of bill and 6 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 2023 between the state and the  
7 employee organization representing members of the professional services  
8 unit.

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

12 § 2. Adjustment to salaries and other compensation of certain incum-  
13 bents in positions in the professional service in the state university.

14 1. The basic annual salaries as of June 30, 2022, of incumbents in  
15 positions in the professional service in the state university in the  
16 professional services unit, other than positions described in subdivi-  
17 sion fourteen of this section, shall be increased by 2 percent, adjusted  
18 to the nearest whole dollar amount (a) commencing the first day of the  
19 payroll period closest to July 2, 2022 for employees having a calendar  
20 year or college year professional obligation or (b) commencing the first  
21 day of the payroll period closest to September 1, 2022 for employees  
22 having an academic year professional obligation, except that certain  
23 incumbents at the state university of New York at Binghamton, the  
24 colleges of technology and the agriculture and technology colleges here-  
25 tofore specifically identified by the department of audit and control,  
26 for the purpose of establishing the effective date of eligibility for  
27 salary increases shall be granted said salary increase commencing the  
28 first day of the payroll period closest to July 2, 2022. Notwithstand-

1 ing the above provisions of this subdivision, for employees having an  
2 academic year professional obligation and who are in a 21 pay period  
3 status, for the purpose of establishing the effective date of eligibil-  
4 ity for salary increase, shall be granted said salary increase effective  
5 August 18, 2022.

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

26 3. The basic annual salaries as of June 30, 2024, of incumbents in  
27 positions in the professional service in the state university in the  
28 professional services unit, other than positions described in subdivi-

1 sion fourteen of this section, shall be increased by 3 percent, adjusted  
2 to the nearest whole dollar amount (a) commencing the first day of the  
3 payroll period closest to July 1, 2024, for employees having a calendar  
4 year or college year professional obligation, or (b) commencing the  
5 first day of the payroll period closest to September 1, 2024, for  
6 employees having an academic year professional obligation, except that  
7 certain incumbents at the state university of New York at Binghamton,  
8 the colleges of technology and the agriculture and technology colleges  
9 heretofore specifically identified by the department of audit and  
10 control for the purpose of establishing the effective date of eligibil-  
11 ity for salary increases, shall be granted said salary increase commenc-  
12 ing the first day of the payroll period closest to July 1, 2024.  
13 Notwithstanding the above provisions of this subdivision, employees  
14 having an academic year professional obligation and who are in a 21 pay  
15 period status, for the purpose of establishing the effective date of  
16 eligibility for salary increases, shall be granted said salary increase  
17 effective August 15, 2024.

18 4. The basic annual salaries as of June 30, 2025, of incumbents in  
19 positions in the professional service in the state university in the  
20 professional services unit, other than positions described in subdivi-  
21 sion fourteen of this section, shall be increased by 3 percent, adjusted  
22 to the nearest whole dollar amount (a) commencing the first day of the  
23 payroll period closest to July 1, 2025, for employees having a calendar  
24 year or college year professional obligation, or (b) commencing the  
25 first day of the payroll period closest to September 1, 2025, for  
26 employees having an academic year professional obligation, except that  
27 certain incumbents at the state university of New York at Binghamton,  
28 the colleges of technology and the agriculture and technology colleges

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 1, 2025.  
5 Notwithstanding the above provisions of this subdivision, 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 14, 2025.

10 5. Notwithstanding the provisions of subdivision one, two, three, or  
11 four of this section, an employee in service on April 30 of 2022, 2023,  
12 2024, or 2025, whose employment expired prior to July 2, 2022 or July 1,  
13 2023, 2024, or 2025, respectively, and who would have been eligible for  
14 the salary increase provided for in subdivision one, two, three, or four  
15 of this section if the employee's employment had continued through July  
16 2 or July 1 of that year, as appropriate, shall be eligible for the  
17 salary increase provided for in subdivision one, two, three, or four of  
18 this section if the employee is reemployed in an equivalent position for  
19 at least one semester or the equivalent of the twelve-month period  
20 commencing on July 2 or July 1 of such year, as appropriate.

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

1 position for at least one semester or the equivalent of the twelve-month  
2 period commencing on July 1 of such following year.

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

6 (a) Pursuant to the terms of the agreement, for the year 2023, incum-  
7 bents on the payroll on June 30, 2023 and at the time of payment shall  
8 be paid a lump sum payment in the amount of 400 dollars. Part-time  
9 employees shall be eligible for the lump sum payment of 400 dollars, at  
10 a pro-rated amount, pursuant to the terms of the agreement. Incumbents  
11 on the payroll on June 30, 2023 shall include those part-time employees  
12 in service on April 30, 2023, but whose employment expired prior to July  
13 1, 2023. Such lump sum payments shall be added to basic annual salary  
14 and shall be payable not later than December 31, 2023.

15 (b) Pursuant to the terms of the agreement, for the year 2024, there  
16 shall be available an amount equal to .5 percent (.5%) of the total of  
17 the basic annual salaries on June 30, 2024 to whom the provisions of  
18 this subdivision apply, for distribution to such incumbents as payments  
19 made by the state university trustees in their discretion. Such payments  
20 as described in this paragraph shall be made to incumbents on the  
21 payroll on June 30, 2024 and at the time of payment and shall occur not  
22 later than December 31, 2024. Such payments shall be a part of an  
23 employee's basic annual salary. The total of the basic annual salaries  
24 on June 30, 2024 shall include the total salaries of part-time employees  
25 in service on April 30, 2024, but whose employment expires prior to July  
26 1, 2024. If the part-time faculty employee is reemployed prior to the  
27 distribution of the pool, the employee will be eligible for a discre-  
28 tionary increase at the discretion of the state university trustees.

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

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

1 8. Location compensation of certain incumbents in positions in the  
2 professional service of the state university. (a) Employees in positions  
3 in the professional services unit who are full-time employees and whose  
4 work station is: (i) in the city of New York, or in the county of  
5 Suffolk, Nassau, Rockland or Westchester, shall continue to be entitled  
6 to location pay at the annual rate of 3,026 dollars effective January 1,  
7 2009 increasing to 3,087 dollars effective July 1, 2023 and increasing  
8 to 3,400 dollars effective July 1, 2024 and increasing to 4,000 dollars  
9 effective July 1, 2025, or (ii) in the county of Dutchess, Putnam or  
10 Orange shall continue to be entitled to location pay at the annual rate  
11 of 1,513 dollars effective January 1, 2009 increasing to 1,543 dollars  
12 effective July 1, 2023 and increasing to 1,650 dollars effective July 1,  
13 2024 and increasing to 2,000 dollars effective July 1, 2025.

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

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

27 9. (a) Pursuant to the terms of the agreement, full-time employees in  
28 the professional services unit who have been granted permanent or

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

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

27 (c) Pursuant to the terms of the agreement, commencing July 1, 2025,  
28 full-time employees who have received a payment pursuant to paragraph

1 (a) or (b) of this subdivision and who have completed twelve consecutive  
2 years of full-time service at the campus at which they are currently  
3 employed shall receive a one-time advance to basic annual salary of  
4 \$800.

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

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

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

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

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

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

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

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

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

1 (i) An employee hired on or after the effective dates, appropriate to  
2 the employee's professional obligation or the employee's date of eligi-  
3 bility for salary increases, of the salary increases provided for in  
4 subdivisions one, two, three, and four of this section shall receive not  
5 less than the minimum basic annual salary for the employee's rank or  
6 grade provided for in the agreement on the date the employee is placed  
7 in payroll status.

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

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

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

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

26 (e) Effective the semester beginning after July 1, 2024, as provided  
27 for in the agreement, the minimum salary for university centers shall be

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

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

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

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

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

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

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

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

15 16. Basic annual salary. For the purposes of this section, basic annu-  
16 al salary is the amount of annual compensation payable to an employee  
17 for the performance of the employee's professional obligation, as such  
18 obligation is set forth in Title H, Article XI, of the policies of the  
19 board of trustees of the state university of New York, from state monies  
20 appropriated for such purpose. Nothing herein shall prevent increasing  
21 amounts paid to incumbents of positions of the professional service in  
22 the professional services unit in addition to the basic annual salary,  
23 provided however, that the amounts required for such other increases and  
24 the cost of fringe benefits attributable to such other increases, as  
25 determined by the comptroller, are made available to the state in  
26 accordance with procedures established by the state university; provided  
27 that the state university shall annually submit a report to the director

1 of the budget specifying aggregate amounts by campus, sources and  
2 expenditure of such funds as payment for such increases.

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

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

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

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

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

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

27 2. In accordance with the terms of the agreement, certain eligible  
28 unit members who work at least 160 hours during the season (at least 20

1 days) shall be entitled to additional compensation at their hourly rate,  
2 up to a maximum of eight hours, for time worked on each of the first  
3 three days during their employment in any seasonal period (April 1 to  
4 September 30 or October 1 to March 31) which are observed as holidays by  
5 the state. Such compensation shall be paid retroactively upon  
6 completion of five weeks of work.

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

12 § 4. Recall compensation for certain state officers and employees  
13 within the professional services unit. 1. Notwithstanding any provision  
14 of law to the contrary and to the extent that the agreement so provides,  
15 full-time professional employees (a) as defined by the policies of the  
16 board of trustees of the state university of New York within the profes-  
17 sional services unit, who provide patient care services on a full-time  
18 basis in the areas of a hospital or clinic specified in the agreement,  
19 and who are eligible to accrue overtime credits, or (b) who are specif-  
20 ically identified by the college president as subject to recall, shall  
21 be considered to have worked a minimum of 4 hours each time they are  
22 recalled to work overtime after having completed their scheduled work  
23 period and left their scheduled work station. In the event any such  
24 eligible employee works in excess of 4 hours upon such recall, such  
25 employee shall receive overtime compensation for the hours actually  
26 worked. To the extent that the agreement so provides, any such full-time  
27 professional employee identified in paragraph (a) of this subdivision  
28 who is not eligible to accrue overtime credits but who is deemed eligi-

1 ble to receive recall compensation in accordance with the terms of the  
2 agreement shall receive additional compensation at the rate of one and  
3 one-half times the regular hourly rate of compensation for time actually  
4 worked when such professional employee is recalled to work after having  
5 completed the scheduled work period and left the scheduled work station,  
6 but, in no case, shall such professional employee receive less than 4  
7 hours of additional compensation upon recall.

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

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

27 § 5. On-call compensation for certain state officers and employees in  
28 the professional services unit of the state university. Notwithstanding

1 any provision of law to the contrary, any full-time professional employ-  
2 ee or other employee eligible to receive compensation pursuant to  
3 section four of this act, who is required to be available for immediate  
4 recall and who must be prepared to return to duty within a limited peri-  
5 od of time, may be granted additional compensation for each day such  
6 employee is actually scheduled to remain and remains available for  
7 recall. Such additional compensation shall be paid at a rate established  
8 pursuant to the agreement. Such compensation shall be in addition to and  
9 not part of such employee's basic annual salary, provided however, that  
10 any amount payable pursuant to this section shall be included as compen-  
11 sation for retirement purposes.

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

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

23 § 8. Statewide joint labor-management committees for certain state  
24 officers and employees. 1. During the period July 2, 2022 through July  
25 1, 2026, there shall be a statewide joint labor-management committee  
26 continued and administered pursuant to the terms of the agreement, which  
27 shall have the responsibility for studying and making recommendations  
28 concerning the major issues of professional development and implementing

1 such agreements which may be entered into between the state and the  
2 employee organization concerning such matters.

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

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

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

25 5. During the period July 2, 2022 through July 1, 2026, there shall be  
26 a statewide joint labor-management committee continued and administered  
27 pursuant to the terms of the agreement, which shall have the responsi-  
28 bility for studying and making recommendations concerning issues of

1 health benefits and implementing such agreements which may be entered  
2 into between the state and the employee organization concerning such  
3 matters.

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

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

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

21 § 10. The salary increases and benefit modifications, and any other  
22 modifications to the terms and conditions of employment provided for by  
23 this act for state employees in the professional services unit, shall  
24 not be implemented until the director of employee relations has deliv-  
25 ered, to the director of the budget and the comptroller, a letter that  
26 there is in effect with respect to such negotiating unit a collectively  
27 negotiated agreement which provides for such increases and modifications  
28 and which is fully executed in writing with the state pursuant to arti-

1 cle 14 of the civil service law, and ratified pursuant to the ratifica-  
2 tion procedure of the employee organization.

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

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

19 § 13. Date of entitlement to salary or hourly rate increase. Notwith-  
20 standing the provisions of this act or of any other law, the increase in  
21 salary or compensation of any officer or employee provided by this act  
22 shall be added to the salary or compensation of such officer or employee  
23 at the beginning of that payroll period the first day of which is near-  
24 est to the effective date of such increase as provided in this act, or  
25 at the beginning of the earlier of two payroll periods the first days of  
26 which are nearest but equally near to the effective date of such  
27 increase as provided in this act, provided, however, that for the  
28 purposes of determining the salary or hourly rate of such officer or

1 employee upon reclassification, reallocation, appointment, promotion,  
2 transfer, demotion, reinstatement or other change of status, such salary  
3 or hourly rate increase shall be deemed to be effective on the date  
4 thereof as prescribed in this act, and the payment thereof pursuant to  
5 this section on a date prior thereto, instead of on such effective date,  
6 and shall not operate to confer any additional salary rights or benefits  
7 on such officer or employee. Payment of such salary or hourly rate  
8 increase may be deferred pursuant to section fourteen of this act.

9 § 14. Deferred payment of salary or hourly rate increase. Notwith-  
10 standing the provisions of any other section of this act or of any other  
11 law, pending payment pursuant to this act of the basic annual salaries  
12 or compensation of incumbents of positions subject to this act, such  
13 incumbents shall receive, as partial compensation for services rendered,  
14 the rate of compensation otherwise payable in their respective posi-  
15 tions. An incumbent holding a position subject to this act at any time  
16 during the period from the effective dates of the salary or hourly rate  
17 increases provided for in this act until the time when basic annual  
18 salaries or compensation are first paid pursuant to this act for such  
19 services in excess of the compensation actually received therefor, shall  
20 be entitled to a lump sum payment for the difference between the salary  
21 to which such incumbent is entitled for such services and the compen-  
22 sation actually received therefor. Such lump sum payments shall be made  
23 as soon as practicable. For the purpose of calculating retirement bene-  
24 fits, the amounts paid under this act shall count as compensation earned  
25 during the year or years for which it is calculated and not as compen-  
26 sation earned wholly in the year in which it is paid. Notwithstanding  
27 any law, rule or regulation to the contrary, no member of the profes-  
28 sional services unit to whom the provisions of this act apply shall be

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

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

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

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

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

1 contrary, this appropriation shall remain in full force and effect for  
2 the payment of liabilities incurred on or before June 30, 2024.

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

17 ALL STATE DEPARTMENTS AND AGENCIES

18 SPECIAL PAY BILLS

19 General Fund / State Operations

20 State Purposes Account - 003

21 Non-Personal Service

22 Joint Committee on Health Benefits

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

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