

**GOVERNOR'S PROGRAM BILL**

**2023**

**MEMORANDUM IN SUPPORT**

**TITLE OF BILL:** An act implementing an agreement between the state and an employee organization; providing for the adjustment of salaries of certain incumbents in the professional service in the state university; and making an appropriation for the purpose of effectuating certain provisions thereof.

**PURPOSE:**

This bill would implement the terms of a collective bargaining agreement ("the Agreement") between the executive branch of the State of New York and the employee organization representing members of the collective negotiating unit designated as the Professional Services Negotiating Unit ("the Unit"), entered into pursuant to Article 14 of the Civil Service Law ("CSL").

**SUMMARY OF PROVISIONS:**

Section 1 of the bill defines the terms "professional services unit," "the agreement" and "the employee organization" for purposes of this Act.

Section 2, subdivisions 1, 2, 3 and 4 of the bill would provide for a 2% increase in basic annual salary for covered members of the Unit, in accordance with the terms of the Agreement, on the first day of the payroll period closest to July 2, 2022 or September 1, 2022, and a 3% increase in basic annual salary for covered members of the Unit, in accordance with the terms of the Agreement, on the first day of the payroll period closest to July 1 or September 1, in each of the years 2023, 2024 and 2025, depending on the professional obligation of the employee.

Section 2, subdivision 5 of the bill would provide that an employee who was in service on April 30, 2022, 2023, 2024 or 2025, and whose employment expired prior to July 1, 2022, 2023, 2024 and 2025, respectively, and who would have been eligible for the salary increases provided in subdivisions 1, 2, 3 and 4 of this section if the employee's employment had continued through July 1 of such year, as appropriate, would be eligible for the aforementioned salary increases if the employee were reemployed in an equivalent position for at least one semester or the equivalent of a twelve-month period commencing on July 1 of such year, as appropriate.

Section 2, subdivision 6 of the bill would provide that an employee who was in service during a portion of the twelve-month period commencing on July 1, 2021, 2022, 2023, or 2024 for at least one semester but whose employment expired prior to July 1 of the following year, would be eligible for the salary increases provided in subdivisions 1, 2, 3 and 4 of this section if the employee were reemployed in an equivalent

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

Section 2, subdivision 7 of the bill would provide that for the year 2023, eligible incumbents on the payroll on June 30, 2023 and at the time of payment would receive a lump sum payment of 400 dollars as soon as practicable following ratification of the Agreement. For each of the years 2024, 2025, and 2026, there would be an amount equal to 0.5 % of the total of basic annual salaries of applicable members of the Unit on June 30 of each year available for distribution to eligible incumbents as a payment by the State University Trustee, at their discretion, with such distribution to occur no later than December 31 of each of those two years.

Section 2, subdivision 8 of the bill would continue the current location pay benefit for eligible members of the Unit. For eligible members whose work station is in the city of New York or in the county of Suffolk, Nassau, Rockland or Westchester, the current amount shall be increased to \$3,087 effective July 1, 2023, to \$3,400 effective July 1, 2024 and to \$4,000 effective July 1, 2025. For eligible members whose work station is in the county of Dutchess, Putnam or Orange, the current amount shall be increased to \$1,543 effective July 1, 2023, to \$1,650 effective July 1, 2024 and \$2,000 effective July 1, 2025.

Section 2, subdivision 9(a) of the bill would continue other compensation for eligible members of the Unit who have completed a certain number of consecutive years of full-time service at the campus at which they are currently employed, pursuant to the terms of the Agreement (e.g., a single, one-time advance of 500 dollars to full-time employees who have been granted permanent or continuing appointment, or have been granted a second five-year term at the campus at which they are currently employed). Subdivision 9(b) would increase the payment in 9(a) to \$1000 (inclusive of the previous \$500). Subdivision 9(c) would add a new retention award at 12 years of service for those individuals who received a payment under (a) or (b).

Section 2, subdivision 10 of the bill would provide that the basic annual salary minimums of members of the Unit as of June 30, 2022, 2023, 2024 and 2025, as set out in the Agreement and that covered members would get at least the increases in subdivisions one, two three and four.

Section 2, subdivision 11 of the bill would continue the existing salary minimums for eligible part-time academic employees who are not paid on an hourly basis or on the basis of a basic annual salary, per three credit course, increasing from \$3,750 for university centers and \$3,250 for comprehensive and technology colleges, \$6,000 for university centers and \$5,500 for comprehensive and technology colleges and effective the semester beginning after July 1, 2026 in accordance with the terms of the Agreement.

Section 2, subdivision 12 of the bill would provide that pursuant to the terms of the agreement, employees in the professional services unit paid according to the PGY Salary Schedules shall be paid according to the salary schedules established and based on years of service effective July 1 of 2022, 2023, 2024 and 2025.

Section 2, subdivision 13 of the bill would provide that subdivisions 1, 2, 3 and 4 of this section would apply on a prorated basis to incumbents otherwise eligible to receive an increase in salary, but who are paid on an hourly or per diem basis, or who serve on a part-time basis or who are paid on any basis other than at an annual salary rate.

Section 2, subdivision 14 of the bill would provide that the increases in salary or other payments provided by this section would not apply to employees deemed to be casual or to certain types of compensation (e.g., extra service, summer service).

Section 2, subdivision 15 of the bill would provide for the continuation of the existing inconvenience pay program to eligible members of the Unit who work four or more hours between the hours of 6:00 p.m. and 6:00 a.m., in the amount of \$575 per year.

Section 2, subdivision 16 of the bill would define the term "basic annual salary" for purposes of this section and provides that nothing therein prevents increasing amounts paid to incumbents in the Unit beyond basic annual salary, as long as certain conditions are met and certain reports are submitted.

Section 2, subdivision 17 of the bill would provide that notwithstanding any of the increases provided for in this section, any increase in compensation may be withheld in whole or in part from an employee when, in the opinion of the Chancellor and the Director of Employee Relations, such increase is not warranted or is not appropriate.

Section 3, subdivision 1 of the bill would provide for 2%, 3%, 3% and 3% percent increases to the salary or hour rate of certain eligible members of the Unit, in accordance with the terms of the Agreement, that are in lifeguard titles and who are in positions designated as part of bargaining unit 68 effective April 1, 2022, 2023, 2024 and 2025, respectively.

Section 3, subdivision 2 of the bill would provide that in accordance with the terms of the Agreement, certain eligible unit members who work at least 160 hours during the season (at least 20 days) shall be entitled to additional compensation at their hourly rate, up to a maximum of eight hours, for time worked on each of the first three days during their employment in any seasonal period (April 1 to September 30 or October 1 to March 31) which are observed as holidays by the State. Such compensation shall be paid retroactively upon completion of five weeks of work.

Section 3, subdivision 3 of the bill would provide that notwithstanding any of the increases provided for in subdivision 1 of this section, any increase in compensation may be withheld in whole or in part from an employee when, in the opinion of the Director of OER and the Director of the Budget, such increase is not warranted or is not appropriate.

Sections 4, 5 and 6 of the bill would continue the eligibility for the existing recall compensation benefit, on-call compensation benefits and part-time health insurance for eligible members of the Unit, in accordance with the terms of the Agreement.

Section 7 of the bill would provide for a lump sum payment to eligible employees in accordance with the terms of the agreement. Such lump sum shall not be pensionable and shall not be added to base salary.

Section 8 of the bill would continue certain Statewide joint labor management committees, with funding in the amounts provided for in the terms of the Agreement, for the period July 2, 2022 through July 1, 2026, as follows: the professional development committee; the employment committee; the safety and health committee; the affirmative action/diversity committee; the joint committee on health benefits; the redeployment committee; and the campus grants committee.

Section 9 of the bill would continue the publication of grievance arbitration settlements and awards.

Section 10 of the bill would provide that the salary increases and benefit modifications provided therein for applicable members of the Unit would not be implemented until there is a fully executed collective bargaining agreement between the State of New York and the employee organization representing employees in this Unit that also has been ratified by the applicable membership in accordance with the ratification procedures of the employee organization.

Section 11 of the bill would provide that notwithstanding any provision of law to the contrary, where, and to the extent that, the Agreement so provides, where an employee in this Unit is affected by the State's right to contract out, and in the event that such affected employee obtains employment with the contractor, the employee would not be barred from accepting such employment in accordance with the terms of the Agreement.

Section 12 of the bill would provide that, in accordance with the terms of the Agreement, the State of New York would contribute designated amounts for the period covered by such Agreement to the accounts of eligible employees who are enrolled for dependent care deductions pursuant to subdivision 7 of State Finance L. § 201-a.

Section 13 of the bill would fix the date upon which eligible members of the Unit would receive salary or hourly rate increases and deferred payment of salary or hourly rate increases called for by the Agreement between the parties.

Section 14 of the bill would provide a lump sum payment to incumbent members of the Unit to cover the difference between the salary that an employee would receive following the enactment of this bill and the salary that such employee did receive prior to the enactment of this bill. Such lump sum would be paid as soon as practicable.

Section 15 of the bill would provide for the use of appropriations to pay any amounts required by the provisions of this bill.

Section 16 of the bill would provide for the use of special or administrative funds of the State to pay the compensation required by the provisions of this bill.

Section 17 of the bill would provide that no employee participating in a special annuity program pursuant to the provisions of Article 8-C of the Education Law would, by reason of an increase in compensation pursuant to this act, suffer any reduction of the salary adjustment to which such employee would otherwise be entitled to by reason of participation in such program, and such salary adjustment would be based upon the salary of such employee without regard to the reduction authorized by the Education Law.

Section 18 of the bill would provide an appropriation to pay for the personal service, non-personal service and fringe benefit costs necessary to implement the Agreement.

Section 19 of the bill would provide an appropriation to fund the Unit's labor management committees and employee benefit fund, pursuant to the Agreement.

Section 20 of the bill of the bill would provide that the act shall take effect immediately and shall be deemed to have been in full force and effect on and after July 2, 2022.

**EXISTING LAW:**

Chapter 263 of the Laws of 2018 sets the current compensation system for members of the Unit, as well as other terms and conditions of employment addressed by the expired collective bargaining agreement.

**STATEMENT IN SUPPORT:**

This bill is necessary to implement the terms of a collective bargaining agreement between the Executive Branch of the State of New York and the United University Professions, the employee organization certified to represent members of the Unit, which was entered into pursuant to Article 14 of the Civil Service Law. The prior agreement covering these employees expired on July 1, 2022. This new Agreement covers the time period July 2, 2022 through July 1, 2026. Under Article 14 of the CSL, the Agreement is binding on all parties to it. This bill incorporates the terms of that Agreement related to increases in compensation and benefit modifications and appropriates funds necessary to pay for it in accordance with the State's obligations.

**BUDGET IMPLICATIONS:**

This bill would provide appropriations totaling \$282,500,000 to cover the personal service, non-personal service and fringe benefit costs required of the Agreement during the period July 2, 2022 to June 30, 2024.

**EFFECTIVE DATE:**

This bill would take effect immediately and would be deemed to have been in full force and effect on and after July 2, 2022.