

8245

2015-2016 Regular Sessions

I N   A S S E M B L Y

June 14, 2015

---

Introduced by M. of A. SANTABARBARA -- (at request of the Governor) --  
read once and referred to the Committee on Ways and Means

AN ACT to amend the executive law, in relation to the terms and conditions of employment for members of the collective negotiating unit consisting of troopers in the division of state police and salary schedules for members of such unit; to amend the state finance law, in relation to the employee benefit fund for members of such unit; making an appropriation therefor; and repealing certain provisions of the executive law relating thereto

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1     Section 1. Subparagraphs 1, 2, 3 and 4 of paragraph a of subdivision 2  
2     of section 215 of the executive law are REPEALED and four new subpara-  
3     graphs 1, 2, 3 and 4 are added to read as follows:  
4     (1) EFFECTIVE APRIL FIRST, TWO THOUSAND FOURTEEN, MEMBERS OF THE  
5     COLLECTIVE NEGOTIATING UNIT CONSISTING OF TROOPERS IN THE DIVISION OF  
6     STATE POLICE SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOW-  
7     ING SCHEDULE:

	ORANGE, PUTNAM AND DUTCHESS COUNTIES	CITY OF NEW YORK, ROCKLAND AND WESTCHESTER COUNTIES	NASSAU AND SUFFOLK COUNTIES	ALL OTHER LOCATIONS
12   TRAINEE 1	N/A	N/A	N/A	\$51,381
13   TRAINEE 2	\$68,447	\$69,533	\$69,817	\$68,243
14   STEP 1	\$72,887	\$73,974	\$74,260	\$72,686
15   STEP 2	\$77,326	\$78,413	\$78,699	\$77,124
16   STEP 3	\$79,984	\$81,071	\$81,356	\$79,781
17   STEP 4	\$83,136	\$84,221	\$84,507	\$82,931
18   STEP 5	\$86,637	\$87,723	\$88,008	\$86,434

19     (2) EFFECTIVE APRIL FIRST, TWO THOUSAND FIFTEEN, MEMBERS OF THE  
20     COLLECTIVE NEGOTIATING UNIT CONSISTING OF TROOPERS IN THE DIVISION OF

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

LBD12030-03-5

STATE POLICE SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	ORANGE, PUTNAM AND DUTCHESS COUNTIES	CITY OF NEW YORK, ROCKLAND AND WESTCHESTER COUNTIES	NASSAU AND SUFFOLK COUNTIES	ALL OTHER LOCATIONS
TRAINEE 1	N/A	N/A	N/A	\$52,409
TRAINEE 2	\$69,816	\$70,924	\$71,213	\$69,608
STEP 1	\$74,345	\$75,453	\$75,745	\$74,140
STEP 2	\$78,873	\$79,981	\$80,273	\$78,666
STEP 3	\$81,584	\$82,692	\$82,983	\$81,377
STEP 4	\$84,799	\$85,905	\$86,197	\$84,590
STEP 5	\$88,370	\$89,477	\$89,768	\$88,163

(3) EFFECTIVE APRIL FIRST, TWO THOUSAND SIXTEEN, MEMBERS OF THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF TROOPERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	ORANGE, PUTNAM AND DUTCHESS COUNTIES	CITY OF NEW YORK, ROCKLAND AND WESTCHESTER COUNTIES	NASSAU AND SUFFOLK COUNTIES	ALL OTHER LOCATIONS
TRAINEE 1	N/A	N/A	N/A	\$53,195
TRAINEE 2	\$70,863	\$71,988	\$72,281	\$70,652
STEP 1	\$75,460	\$76,585	\$76,881	\$75,252
STEP 2	\$80,056	\$81,181	\$81,477	\$79,846
STEP 3	\$82,808	\$83,932	\$84,228	\$82,598
STEP 4	\$86,071	\$87,194	\$87,490	\$85,859
STEP 5	\$89,696	\$90,819	\$91,115	\$89,485

(4) EFFECTIVE APRIL FIRST, TWO THOUSAND SEVENTEEN, MEMBERS OF THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF TROOPERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	ORANGE, PUTNAM AND DUTCHESS COUNTIES	CITY OF NEW YORK, ROCKLAND AND WESTCHESTER COUNTIES	NASSAU AND SUFFOLK COUNTIES	ALL OTHER LOCATIONS
TRAINEE 1	N/A	N/A	N/A	\$53,993
TRAINEE 2	\$71,926	\$73,068	\$73,365	\$71,712
STEP 1	\$76,592	\$77,734	\$78,034	\$76,381
STEP 2	\$81,257	\$82,399	\$82,699	\$81,044
STEP 3	\$84,050	\$85,191	\$85,491	\$83,837
STEP 4	\$87,362	\$88,502	\$88,802	\$87,147
STEP 5	\$91,041	\$92,181	\$92,482	\$90,827

S 2. Subdivision 2 of section 207-b of the state finance law is amended by adding a new paragraph a-1 to read as follows:

A-1. WHERE, AND TO THE EXTENT THAT, THE AGREEMENT BETWEEN THE STATE AND AN EMPLOYEE ORGANIZATION ENTERED INTO PURSUANT TO ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW SO PROVIDES ON BEHALF OF EMPLOYEES IN THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF TROOPERS IN THE DIVISION OF STATE POLICE, ESTABLISHED PURSUANT TO ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW, AND UPON AUDIT AND WARRANT OF THE STATE COMPTROLLER, THE DIRECTOR SHALL PROVIDE FOR THE PAYMENT OF MONIES TO SUCH EMPLOYEE ORGANIZATION FOR THE ESTABLISHMENT AND MAINTENANCE OF AN EMPLOYEE BENEFIT FUND ESTABLISHED BY THE EMPLOYEE ORGANIZATION FOR THE EMPLOYEES IN THE NEGOTIATING UNIT COVERED BY THE CONTROLLING PROVISIONS OF SUCH AGREEMENT PROVIDING FOR SUCH EMPLOYEE BENEFIT FUND. SUCH AMOUNTS ARE TO BE DETER-

1 MINED CONSISTENT WITH SAID AGREEMENT, INCLUDING ANY AND ALL MONIES  
2 AGREED TO BE TRANSFERRED IN SAID AGREEMENT, AND ON THE BASIS OF THE  
3 NUMBER OF FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME  
4 SEASONAL EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND ELEVEN  
5 FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND ELEVEN, THE NUMBER  
6 OF FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
7 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND TWELVE FOR  
8 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND TWELVE, THE NUMBER OF  
9 FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
10 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND THIRTEEN FOR  
11 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND THIRTEEN, THE NUMBER OF  
12 FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
13 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND FOURTEEN FOR  
14 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND FOURTEEN, THE NUMBER OF  
15 FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
16 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND FIFTEEN FOR  
17 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND FIFTEEN, THE NUMBER OF  
18 FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
19 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND SIXTEEN FOR  
20 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND SIXTEEN AND THE NUMBER  
21 OF FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL  
22 EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND SEVENTEEN FOR  
23 PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND SEVENTEEN. THE AMOUNTS,  
24 WHICH WILL BE DETERMINED PURSUANT TO THIS SECTION, FOR EMPLOYEES WHO ARE  
25 PAID FROM SPECIAL OR ADMINISTRATIVE FUNDS, OTHER THAN THE GENERAL FUND  
26 OR THE CAPITAL PROJECTS FUND OF THE STATE, WILL BE PAID FROM THE APPRO-  
27 PRIATIONS AS PROVIDED BY LAW, IN WHICH CASE THE STATE COMPTROLLER WILL  
28 ESTABLISH PROCEDURES TO ENSURE REPAYMENT FROM SAID SPECIAL OR ADMINIS-  
29 TRATIVE FUNDS. THE DIRECTOR SHALL ENTER INTO AN AGREEMENT WITH THE  
30 EMPLOYEE ORGANIZATION THAT SETS FORTH THE SPECIFIC TERMS AND CONDITIONS  
31 FOR THE TRANSMITTAL OF MONIES PURSUANT TO THIS SECTION. PAYMENTS MADE  
32 PURSUANT TO THIS PARAGRAPH AND PARAGRAPH A OF THIS SUBDIVISION SHALL BE  
33 MADE TO THE SAME FUND AS SET FORTH IN THE AGREEMENT BETWEEN THE DIRECTOR  
34 AND THE EMPLOYEE ORGANIZATION THAT REPRESENTS THE EMPLOYEES COVERED BY  
35 THE PROVISIONS OF THIS PARAGRAPH AND PARAGRAPH A OF THIS SUBDIVISION.

36 S 3. Section 201 of the state finance law is amended by adding a new  
37 subdivision 17 to read as follows:

38 17. NOTWITHSTANDING ANY OTHER PROVISION OF LAW TO THE CONTRARY, WHERE,  
39 AND TO THE EXTENT THAT AN AGREEMENT ENTERED INTO PURSUANT TO ARTICLE  
40 FOURTEEN OF THE CIVIL SERVICE LAW BETWEEN THE STATE AND THE EMPLOYEE  
41 ORGANIZATION REPRESENTING THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF  
42 TROOPERS IN THE DIVISION OF STATE POLICE AND THE COLLECTIVE NEGOTIATING  
43 UNIT CONSISTING OF COMMISSIONED AND NON-COMMISSIONED OFFICERS IN THE  
44 DIVISION OF STATE POLICE SO PROVIDES, THE COMPTROLLER, AFTER RECEIPT OF  
45 WRITTEN DIRECTIONS FROM THE DIRECTOR OF EMPLOYEE RELATIONS, IS AUTHOR-  
46 IZED TO DEDUCT, FOR THE PURPOSES OF MAKING RESTITUTION FOR DAMAGE OR  
47 LOSS OF EQUIPMENT, FROM THE SALARY OF ANY EMPLOYEE COVERED BY SUCH AN  
48 AGREEMENT SUCH AMOUNT AS DETERMINED BY THE EMPLOYER TO COVER THE RESTI-  
49 TUTION FOR SUCH DAMAGED OR LOST EQUIPMENT.

50 S 4. Location compensation. (a) Notwithstanding any other provision of  
51 law to the contrary, pursuant to the terms of the agreement negotiated  
52 between the state and the employee organization representing the collec-  
53 tive negotiating unit consisting of troopers in the division of state  
54 police, members in this collective negotiating unit whose principal  
55 place of employment, or, in the case of a field employee, whose official  
56 station as determined in accordance with the regulations of the state

1 comptroller, is located in the county of Monroe and who were on the  
2 payroll on March 31, 1985, and who have received this location compen-  
3 sation continually since then, shall continue to receive location pay at  
4 the rate of two hundred dollars (\$200) per year, provided the member  
5 continues to be otherwise eligible. Such location pay shall continue to  
6 be annualized and paid during the regular bi-weekly periods. Such  
7 location pay shall be in addition to, and shall not be a part of, a  
8 member's annual basic salary, and shall not affect or impair any incre-  
9 ments or other rights or benefits to which the member may be entitled;  
10 provided, however, that location pay shall be included as compensation  
11 for purposes of computation of overtime pay and for retirement purposes.

12 (b) Notwithstanding any other provision of law to the contrary, pursu-  
13 ant to the terms of the agreement negotiated between the state and the  
14 employee organization representing the collective negotiating unit  
15 consisting of troopers in the division of state police, members in this  
16 collective negotiating unit whose principal place of employment, or, in  
17 the case of a field employee, whose official station as determined in  
18 accordance with the regulations of the state comptroller, is located in  
19 the city of New York, or in the county of Rockland, Westchester, Nassau  
20 or Suffolk shall continue to receive location pay at the rate of one  
21 thousand five hundred thirty-six dollars (\$1,536) per year effective  
22 April 1, 2010.

23 (c) Such location pay shall continue to be annualized and paid during  
24 regular bi-weekly periods. Such location pay shall be in addition to,  
25 and shall not be a part of, a member's annual basic salary, and shall  
26 not affect or impair any increments or other rights or benefits to which  
27 the member may be entitled; provided, however, that the location pay  
28 shall be included as compensation for purposes of computation of over-  
29 time pay and for retirement purposes.

30 S 5. Supplemental location compensation. (a) Notwithstanding any other  
31 provision of law to the contrary, pursuant to the terms of the agreement  
32 negotiated between the state and the employee organization representing  
33 the collective negotiating unit consisting of troopers in the division  
34 of state police, members in this collective negotiating unit whose prin-  
35 cipal place of employment, or, in the case of a field employee, whose  
36 official station as determined in accordance with the regulations of the  
37 state comptroller, is located in the city of New York, or in the county  
38 of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk  
39 shall continue to receive supplemental location pay as follows effective  
40 April 1, 2010:

41 Orange, Putnam or Dutchess County	\$1,280
42 Rockland or Westchester County or city of New York	\$1,918
43 Nassau or Suffolk County	\$2,239

44 (b) Such supplemental location pay shall continue to be annualized and  
45 paid during regular bi-weekly periods. Such supplemental location  
46 compensation shall be in addition to, and shall not be a part of, a  
47 member's annual basic salary, and shall not affect or impair any incre-  
48 ments or other rights or benefits to which a member may be entitled;  
49 provided, however, that such compensation shall be included as compen-  
50 sation for purposes of computation of overtime pay and for retirement  
51 purposes.

52 S 6. Expanded duty pay. (a) Notwithstanding any other provision of law  
53 to the contrary, pursuant to the terms of the agreement negotiated  
54 between the state and the employee organization representing the collec-  
55 tive negotiating unit consisting of troopers in the division of state  
56 police, during the period April 1, 2010 through March 31, 2014, the

1 annual payment for expanded duty pay for members of this unit shall  
2 continue in the amount of seven thousand four hundred fifty-two dollars  
3 (\$7,452). Effective April 1, 2014, the annual payment for expanded duty  
4 pay shall be eight thousand seven hundred two dollars (\$8,702). There  
5 shall be no retroactive payment of the increases to expanded duty pay  
6 for the period April 1, 2011 to March 31, 2014 under any circumstances.  
7 Pursuant to the agreement, the entire increase of one thousand two  
8 hundred fifty dollars (\$1,250) covering the period April 1, 2011 to  
9 March 31, 2014 is only payable on a prospective basis commencing April  
10 1, 2014.

11 (b) Pursuant to the terms of the agreement negotiated between the  
12 state and the employee organization representing the collective negoti-  
13 ating unit consisting of troopers in the division of state police,  
14 expanded duty pay shall continue to be annualized and paid during regu-  
15 lar bi-weekly periods. Such additional compensation shall be in addi-  
16 tion to, and shall not be part of, the member's annual basic salary, and  
17 shall not affect or impair any rights or benefits to which the member  
18 may be entitled; provided, however, that such additional compensation  
19 shall be included as compensation for purposes of computation of over-  
20 time pay and as compensation for retirement.

21 S 7. Hazardous duty pay. (a) Notwithstanding any other provision of  
22 law to the contrary, pursuant to the terms of the agreement negotiated  
23 between the state and the employee organization representing the collec-  
24 tive negotiating unit consisting of troopers in the division of state  
25 police, during the period April 1, 2010 through March 31, 2014, the  
26 annual payment for hazardous duty pay for members of this unit shall  
27 continue in the amount of one thousand two hundred dollars (\$1,200).  
28 Effective April 1, 2014, the annual payment for hazardous duty pay shall  
29 be two thousand four hundred fifty dollars (\$2,450). There shall be no  
30 retroactive payment of the increases to hazardous duty pay for the peri-  
31 od April 1, 2011 to March 31, 2014 under any circumstances. Pursuant to  
32 the agreement, the entire increase of one thousand two hundred fifty  
33 dollars (\$1,250) covering the period April 1, 2011 to March 31, 2014 is  
34 only payable on a prospective basis commencing with the scheduled Decem-  
35 ber 2014 payment.

36 (b) Notwithstanding any other provision of law to the contrary, pursu-  
37 ant to the terms of the agreement negotiated between the state and the  
38 employee organization representing the collective negotiating unit  
39 consisting of troopers in the division of state police, hazardous duty  
40 pay shall be payable to members of this unit in December of each respec-  
41 tive state fiscal year to which the payment is attributed, or as soon as  
42 practicable thereafter. Such payment shall continue to be made as a lump  
43 sum payment to members of this unit on the payroll on November first of  
44 each year during the pay period that includes December first of each  
45 year. Such payment shall be in addition to, and shall not be part of,  
46 the member's annual basic salary, and shall not affect or impair any  
47 rights or benefits to which the member may be entitled; provided, howev-  
48 er, that such payment shall be included as compensation for purposes of  
49 computation of overtime pay and as compensation for retirement.

50 S 8. Health benefits committees. Pursuant to the terms of an agreement  
51 negotiated between the state and the employee organization representing  
52 the collective negotiating unit consisting of troopers in the division  
53 of state police, during the period April 1, 2011 through March 31, 2018,  
54 there shall continue to be a committee on health benefits funded in the  
55 following amounts: \$12,750 for the period April 1, 2014 through March  
56 31, 2015; \$13,005 for the period April 1, 2015 through March 31, 2016;

1 \$13,200 for the period April 1, 2016 through March 31, 2017; and \$13,398  
2 for the period April 1, 2017 through March 31, 2018. One-half of this  
3 amount in each year shall be made available to the state and one-half of  
4 this amount shall be made available to the employee organization repres-  
5 enting such unit.

6 S 9. Professional development and training funds. Pursuant to the  
7 terms of an agreement negotiated between the state and the employee  
8 organization representing the collective negotiating unit consisting of  
9 troopers in the division of state police, during the period April 1,  
10 2011 through March 31, 2018, there shall continue to be a professional  
11 development and quality of working life committee from which the tuition  
12 reimbursement program, the master's program and the employee assistance  
13 program shall be supported. Such committee shall be funded in the  
14 following amounts: \$94,248 for the period April 1, 2014 through March  
15 31, 2015; \$96,133 for the period April 1, 2015 through March 31, 2016;  
16 \$97,575 for the period April 1, 2016 through March 31, 2017; and \$99,039  
17 for the period April 1, 2017 through March 31, 2018.

18 S 10. Recognized degree pay. Notwithstanding any provision of law to  
19 the contrary, pursuant to the terms of the agreement negotiated between  
20 the state and the employee organization representing the collective  
21 negotiating unit consisting of troopers in the division of state police,  
22 or the terms of the interest arbitration award made pursuant to subdivi-  
23 sion 4 of section 209 of the civil service law binding the executive  
24 branch of the state of New York and the employee organization represent-  
25 ing such unit, effective March 31, 2003, the lump sum payments for  
26 degrees, as contained in section 4 of chapter 244 of the laws of 2002,  
27 shall continue.

28 S 11. Short swings. (a) Notwithstanding any provision of law to the  
29 contrary, pursuant to the terms of the agreement negotiated between the  
30 state and the employee organization representing the collective negoti-  
31 ating unit consisting of troopers in the division of state police, or  
32 the terms of the interest arbitration award made pursuant to subdivision  
33 4 of section 209 of the civil service law binding the executive branch  
34 of the state of New York and the employee organization representing such  
35 unit, effective March 31, 2003, members of this unit who are required to  
36 work short swings shall continue to receive compensation of thirty  
37 dollars (\$30) for each short swing they are required to work and actual-  
38 ly work. There shall be no short swing compensation where the short  
39 swing is worked at the request of, or for the convenience of the member,  
40 as determined by the division of state police. The definition of short  
41 swing shall be a tour of duty commencing between the hours of five a.m.  
42 and nine a.m. (B line) followed by a tour of duty commencing between  
43 nine p.m. and one a.m. (A line) on consecutive days, or, a tour of duty  
44 commencing between the hours of one p.m. and five p.m. (C line)  
45 followed by a tour of duty commencing between the hours of five a.m. and  
46 nine a.m. (B line) on consecutive days. Such additional compensation  
47 shall not be payable if such member's hours of work continue from the  
48 conclusion of the former shift to the commencement of the latter shift  
49 without interruption.

50 (b) The additional compensation payable pursuant to this section shall  
51 be in addition to, and shall not be a part of, the member's annual basic  
52 salary, and shall not affect or impair any rights or benefits to which  
53 the member may be entitled; provided, however, that any compensation  
54 payable pursuant to this section shall be included as compensation for  
55 the purposes of computation of overtime pay and for retirement purposes.

1 The director of the budget may adopt such regulations as may be deemed  
2 necessary to carry out the provisions of this section.

3 S 12. Member in charge of satellite station compensation. Members of  
4 the collective negotiating unit consisting of troopers in the division  
5 of state police who are designated "members in charge" of a satellite  
6 station shall continue to receive four hundred thirty-five dollars  
7 (\$435) per year. Such payment for the "member in charge" designation  
8 shall commence upon such designation and shall be prorated based upon  
9 the duration of the designation.

10 S 13. Unused sick leave at retirement. Effective March 31, 2003, the  
11 lump sum payment for unused sick leave at retirement as provided in  
12 section 9 of chapter 9 of the laws of 2001 shall continue.

13 S 14. Overtime meal allowance. Notwithstanding any other provision of  
14 law to the contrary, pursuant to the terms of the agreement negotiated  
15 between the state and the employee organization representing the collec-  
16 tive negotiating unit consisting of troopers in the division of state  
17 police, or the terms of the interest arbitration award made pursuant to  
18 subdivision 4 of section 209 of the civil service law binding the execu-  
19 tive branch of the state of New York and the employee organization  
20 representing such unit, the overtime meal allowance for unit members  
21 shall continue at the rates in effect as of March 31, 2007.

22 S 15. The salary increases and benefit modifications provided for by  
23 this act for state employees in the collective negotiating unit consist-  
24 ing of troopers in the division of state police established pursuant to  
25 article 14 of the civil service law shall not be implemented until the  
26 director of employee relations shall have delivered to the director of  
27 the budget and the comptroller a letter certifying that there is in  
28 effect with respect to such negotiating unit a collective negotiating  
29 agreement which provides for such increases and modifications and which  
30 is fully executed in writing with the state pursuant to article 14 of  
31 the civil service law, and ratified pursuant to the ratification proce-  
32 dure of the employee organization certified pursuant to article 14 of  
33 the civil service law to represent each such collective negotiating  
34 unit.

35 S 16. Payment and publication of grievance arbitration settlements and  
36 awards. Notwithstanding any provision of law to the contrary, the  
37 appropriations contained in this act shall be available to the state for  
38 the payment and publication of grievance arbitration settlements and  
39 awards pursuant to article 15 of the collective negotiating agreement  
40 between the state and the employee organization representing the collec-  
41 tive negotiating unit consisting of troopers in the division of state  
42 police.

43 S 17. Date of entitlement to salary increase. Notwithstanding the  
44 provisions of this act or of any other provision of law to the contrary,  
45 the increase of salary or compensation of any member of the collective  
46 negotiating unit consisting of troopers in the division of state police  
47 provided by this act shall be added to the salary of such member at the  
48 beginning of that payroll period the first day of which is nearest to  
49 the effective date of such increase as provided in this act, or at the  
50 beginning of the earlier of two payroll periods the first days of which  
51 are nearest but equally near to the effective date of such increase as  
52 provided in this act; provided, however, that, for the purposes of  
53 determining the salary of such officer or employee upon reclassifica-  
54 tion, reallocation, appointment, promotion, transfer, demotion, rein-  
55 statement, or other change of status, such salary increase shall be  
56 deemed to be effective on the date thereof as prescribed by this act,

1 with payment thereof pursuant to this section on a date prior thereto,  
2 instead of on such effective date, and shall not operate to confer any  
3 additional salary rights or benefits on such officer or employee.  
4 Payment of such salary increase may be deferred pursuant to section  
5 eighteen of this act.

6 S 18. Deferred payment of salary increase. Notwithstanding the  
7 provisions of any other section of this act or of any other provision of  
8 law to the contrary, pending payment pursuant to this act of the basic  
9 annual salaries of incumbents of positions subject to this act, such  
10 incumbents shall receive, as partial compensation for services rendered,  
11 the rate of compensation otherwise payable in their respective posi-  
12 tions. An incumbent holding a position subject to this act at any time  
13 during the period from April 1, 2011 until the time when basic annual  
14 salaries are first paid pursuant to this act for such services in excess  
15 of the compensation actually received therefor, shall be entitled to a  
16 lump sum payment for the difference between the salary to which such  
17 incumbent is entitled for such service and the compensation actually  
18 received therefor. Such lump sum payment shall be made as soon as prac-  
19 ticable. Any amount payable in such lump sum paid represents compen-  
20 sation earned in each of the year or years for which it is calculated  
21 pursuant to this act and not as compensation earned wholly in the year  
22 during which the lump sum is paid. Pursuant to the terms of the agree-  
23 ment negotiated between the state and the employee organization repres-  
24 enting the collective negotiating unit consisting of troopers in the  
25 division of state police, there shall be no retroactive payment of the  
26 increases to the compensation provided in section six or seven of this  
27 act for the period April 1, 2011 to March 31, 2014 under any circum-  
28 stances.

29 S 19. Use of appropriations. Notwithstanding any provision of the  
30 state finance law or any other provision of law to the contrary, the  
31 state comptroller is authorized to pay any amounts required by the fore-  
32 going provisions of this act. To the extent that existing appropriations  
33 available to any state department or agency in any fund are insufficient  
34 to accomplish the purposes set forth in this section, the director of  
35 the budget is authorized to allocate to the various departments and  
36 agencies, from any appropriations available in any fund, the amounts  
37 necessary to make such payments. Any appropriations or other funds  
38 available to any state department or agency for personal service or for  
39 other related employee benefits during the fiscal year commencing April  
40 1, 2014 or April 1, 2015 shall be available for the payment of any  
41 liabilities or obligations incurred pursuant to the foregoing provisions  
42 of this act, whether occurring prior to or during the state fiscal year  
43 commencing April 1, 2014 or April 1, 2015.

44 S 20. Appropriations. Notwithstanding any provision of the state  
45 finance law or any other provision of law to the contrary, the several  
46 amounts as hereinafter set forth in this section are hereby appropriated  
47 from the funds so designated for use by any state department or agency  
48 for the fiscal year beginning April 1, 2014 or April 1, 2015 to supple-  
49 ment appropriations from each respective fund available for personal  
50 service, other than personal service and fringe benefits, and to carry  
51 out the provisions of this act. The monies hereby appropriated are  
52 available for payment of any liabilities or obligations incurred prior  
53 to or during the state fiscal year commencing April 1, 2014 or April 1,  
54 2015. For this purpose, these appropriations shall remain in full force  
55 and effect for the payment of liabilities incurred on or before April 1,  
56 2015 or April 1, 2016. No money shall be available for expenditure from



1 this appropriation until a certification of approval has been issued by  
2 the director of the budget and a copy of such certificate or any amend-  
3 ment thereto has been filed with the state comptroller, the chairperson  
4 of the senate finance committee, and the chairperson of the assembly  
5 ways and means committee.

6 ALL STATE DEPARTMENTS AND AGENCIES

7 Special Pay Bills  
8 General Fund - State Purposes Account

9 PERSONAL SERVICE

10 Personal Service - Regular ..... 31,143,000

11 NON-PERSONAL SERVICE

12 Fringe benefits ..... 2,382,000  
13 Health Benefits Committee ..... 26,000  
14 Professional Development Fund ..... 191,000  
15 Employee Benefit Fund ..... 2,100,000  
16 Contract Administration ..... 25,000

17 S 21. This act shall take effect immediately and shall be deemed to  
18 have been in full force and effect on and after April 1, 2011.

REPEAL NOTE.- Subparagraphs 1, 2, 3 and 4 of paragraph a of subdivi-  
sion 2 of section 215 of the executive law, repealed by section one of  
this act, provided salary schedules for state employees in the partic-  
ular titles in the collective negotiating unit consisting of troopers in  
the division of state police and is replaced by revised salary schedules  
in new subparagraphs 1, 2, 3, and 4 of paragraph a of subdivision 2  
implementing an agreement between the state and the employee organiza-  
tion representing such unit.