

8092

I N S E N A T E

June 12, 2016

Introduced by Sen. GALLIVAN -- (at request of the Governor) -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

AN ACT to amend the executive law, in relation to terms and conditions of employment for members of the collective negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police; to amend the state finance law, in relation to terms and conditions of employment for members of the collective negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police; to amend the executive law, in relation to salary schedules for such members of such unit; in relation to implementing an agreement covering such members of such unit and in relation to the employee benefit fund for members of such unit; making an appropriation therefor; and to repeal certain provisions of such laws relating thereto

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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Section 1. Paragraph a of subdivision 2 of section 216 of the executive law is REPEALED and a new paragraph a is added to read as follows: A. SALARY SCHEDULES FOR INVESTIGATORS, SENIOR INVESTIGATORS, AND INVESTIGATIVE SPECIALISTS IN THE DIVISION OF STATE POLICE. (1) EFFECTIVE APRIL FIRST, TWO THOUSAND FOURTEEN, MEMBERS ASSIGNED TO THE BUREAU OF CRIMINAL INVESTIGATION AND INVESTIGATIVE SPECIALISTS APPOINTED TO THE BUREAU BY THE SUPERINTENDENT, SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:	SENIOR INVESTIGATOR	INVESTIGATOR
	NASSAU AND SUFFOLK	\$108,280	\$97,796
	NEW YORK CITY, ROCKLAND, WESTCHESTER	\$107,996	\$97,511
	ORANGE, PUTNAM, DUTCHESS	\$106,909	\$96,425
	ALL OTHER LOCATIONS	\$106,707	\$96,222

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

LBD12071-01-6

(2) EFFECTIVE APRIL FIRST, TWO THOUSAND FIFTEEN, MEMBERS ASSIGNED TO THE BUREAU OF CRIMINAL INVESTIGATION AND INVESTIGATIVE SPECIALISTS APPOINTED TO THE BUREAU BY THE SUPERINTENDENT, SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	SENIOR INVESTIGATOR	INVESTIGATOR
NASSAU AND SUFFOLK	\$110,446	\$99,752
NEW YORK CITY, ROCKLAND, WESTCHESTER	\$110,156	\$99,461
ORANGE, PUTNAM, DUTCHESS	\$109,047	\$98,354
ALL OTHER LOCATIONS	\$108,841	\$98,146

(3) EFFECTIVE APRIL FIRST, TWO THOUSAND SIXTEEN, MEMBERS ASSIGNED TO THE BUREAU OF CRIMINAL INVESTIGATION AND INVESTIGATIVE SPECIALISTS APPOINTED TO THE BUREAU BY THE SUPERINTENDENT, SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	SENIOR INVESTIGATOR	INVESTIGATOR
NASSAU AND SUFFOLK	\$112,103	\$101,248
NEW YORK CITY, ROCKLAND, WESTCHESTER	\$111,808	\$100,953
ORANGE, PUTNAM, DUTCHESS	\$110,683	\$99,829
ALL OTHER LOCATIONS	\$110,474	\$99,618

(4) EFFECTIVE APRIL FIRST, TWO THOUSAND SEVENTEEN, MEMBERS ASSIGNED TO THE BUREAU OF CRIMINAL INVESTIGATION AND INVESTIGATIVE SPECIALISTS APPOINTED TO THE BUREAU BY THE SUPERINTENDENT, SHALL RECEIVE A BASIC ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:

	SENIOR INVESTIGATOR	INVESTIGATOR
NASSAU AND SUFFOLK	\$113,785	\$102,767
NEW YORK CITY, ROCKLAND, WESTCHESTER	\$113,485	\$102,467
ORANGE, PUTNAM, DUTCHESS	\$112,343	\$101,326
ALL OTHER LOCATIONS	\$112,131	\$101,112

S 2. Paragraph b of subdivision 2 of section 207-b of the state finance law is REPEALED and a new paragraph b is added to read as follows:

B. PURSUANT TO THE TERMS OF AN AGREEMENT NEGOTIATED BETWEEN THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK AND THE EMPLOYEE ORGANIZATION REPRESENTING THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF INVESTIGATORS, SENIOR INVESTIGATORS, AND INVESTIGATIVE SPECIALISTS IN THE DIVISION OF STATE POLICE, 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 COLLECTIVE NEGOTIATING UNIT COVERED BY THE CONTROLLING PROVISIONS OF SUCH AGREEMENT PROVIDING FOR SUCH EMPLOYEE BENEFIT FUND, SUCH AMOUNT TO BE DETERMINED CONSISTENT WITH SAID AGREEMENT, INCLUDING ANY AND ALL MONIES AGREED TO BE TRANSFERRED IN SAID AGREEMENT, AND ON THE BASIS OF THE NUMBER OF FULL-TIME ANNUAL SALARIED EMPLOYEES, OTHER THAN FULL-TIME SEASONAL EMPLOYEES, ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND ELEVEN, FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND ELEVEN, AND ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND TWELVE, FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND TWELVE AND ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND THIRTEEN, FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND THIRTEEN AND ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND FOURTEEN, FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOU-

1 SAND FOURTEEN AND ON THE PAYROLL ON MARCH FIRST, TWO THOUSAND FIFTEEN,
2 FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND FIFTEEN AND ON THE
3 PAYROLL ON MARCH FIRST, TWO THOUSAND SIXTEEN FOR PAYMENTS TO BE MADE ON
4 APRIL FIRST, TWO THOUSAND SIXTEEN AND ON THE PAYROLL ON MARCH FIRST, TWO
5 THOUSAND SEVENTEEN FOR PAYMENTS TO BE MADE ON APRIL FIRST, TWO THOUSAND
6 SEVENTEEN. THE AMOUNT, WHICH WILL BE DETERMINED PURSUANT TO THIS
7 SECTION, FOR EMPLOYEES WHO ARE PAID FROM SPECIAL OR ADMINISTRATIVE
8 FUNDS, OTHER THAN THE GENERAL FUND OR THE CAPITAL PROJECTS FUND OF THE
9 STATE, WILL BE PAID FROM THE APPROPRIATIONS AS PROVIDED BY LAW, IN WHICH
10 CASE THE STATE COMPTROLLER SHALL ESTABLISH PROCEDURES TO ENSURE REPAY-
11 MENT FROM SAID SPECIAL OR ADMINISTRATIVE FUNDS. THE DIRECTOR SHALL ENTER
12 INTO AN AGREEMENT WITH AN EMPLOYEE ORGANIZATION, WHICH SETS FORTH THE
13 SPECIFIC TERMS AND CONDITIONS FOR THE TRANSMITTAL OF MONIES PURSUANT TO
14 THIS SECTION.

15 S 3. Subdivision 2 of section 216-c of the executive law is REPEALED
16 and a new subdivision 2 is added to read as follows:

17 2. IN ADDITION TO THE COMPENSATION PROVIDED IN SUBDIVISION ONE OF THIS
18 SECTION, MEMBERS OF THE COLLECTIVE NEGOTIATING UNIT CONSISTING OF INVES-
19 TIGATORS, SENIOR INVESTIGATORS AND INVESTIGATIVE SPECIALISTS IN THE
20 DIVISION OF STATE POLICE, ON THE PAYROLL ON NOVEMBER FIRST OF EACH YEAR,
21 SHALL CONTINUE TO RECEIVE HOLIDAY COMPENSATION, EFFECTIVE APRIL FIRST,
22 TWO THOUSAND TEN, IN THE AMOUNT OF FIFTEEN HUNDRED THIRTY-SIX DOLLARS.
23 EFFECTIVE APRIL FIRST, TWO THOUSAND FOURTEEN, SUCH AMOUNT SHALL BE
24 INCREASED TO FIFTEEN HUNDRED SIXTY-SEVEN DOLLARS. EFFECTIVE APRIL
25 FIRST, TWO THOUSAND FIFTEEN, SUCH AMOUNT SHALL BE INCREASED TO FIFTEEN
26 HUNDRED NINETY-EIGHT DOLLARS. EFFECTIVE APRIL FIRST, TWO THOUSAND
27 SIXTEEN, SUCH AMOUNT SHALL BE INCREASED TO SIXTEEN HUNDRED TWENTY-TWO
28 DOLLARS. EFFECTIVE APRIL FIRST, TWO THOUSAND SEVENTEEN, SUCH AMOUNT
29 SHALL BE INCREASED TO SIXTEEN HUNDRED FORTY-SIX DOLLARS. SUCH PAYMENTS
30 SHALL BE IN ADDITION TO, AND SHALL NOT BE PART OF, THE MEMBER'S ANNUAL
31 BASIC SALARY, EXCEPT FOR THE PURPOSE OF RETIREMENT, AND SHALL BE MADE IN
32 A SEPARATE CHECK DURING THE PAYROLL PERIOD WHICH INCLUDES DECEMBER FIRST
33 EACH YEAR.

34 S 4. Health benefits committee. Pursuant to the terms of an agreement
35 negotiated between the executive branch of the state of New York and the
36 employee organization representing the collective negotiating unit
37 consisting of investigators, senior investigators, and investigative
38 specialists in the division of state police, during the period April 1,
39 2011 through March 31, 2018, there shall continue to be a committee on
40 health benefits funded in the following amounts: \$5,100 for the period
41 April 1, 2014 to March 31, 2015; \$5,202 for the period April 1, 2015 to
42 March 31, 2016; \$5,280 for the period April 1, 2016 to March 31, 2017;
43 and \$5,359 for the period April 1, 2017 to March 31, 2018. One-half of
44 this amount in each year shall be made available to the state and one-
45 half shall be made available to the employee organization representing
46 such unit.

47 S 5. Maintenance allowance. (a) Pursuant to the terms of an agreement
48 negotiated between the executive branch of the state of New York and the
49 employee organization representing the collective negotiating unit
50 consisting of investigators, senior investigators, and investigative
51 specialists in the division of state police, effective April 1, 2014,
52 each member of such unit shall receive three thousand two hundred twen-
53 ty-five dollars (\$3,225) as a maintenance allowance. Effective April 1,
54 2015, such amount shall be increased to three thousand two hundred nine-
55 ty dollars (\$3,290). Effective April 1, 2016, such amount shall be
56 increased to three thousand three hundred thirty-nine dollars (\$3,339).

1 Effective April 1, 2017, such amount shall be increased to three thou-
2 sand three hundred eighty-nine dollars (\$3,389).

3 (b) Such maintenance allowance shall be paid on an annualized basis in
4 regular bi-weekly paychecks. Such additional compensation, as provided
5 in this section, shall be in addition to, and shall not be part of, the
6 member's basic annual salary, and shall not affect or impair any rights
7 or benefits to which the member may be entitled; provided, however, that
8 such additional compensation shall be included as compensation for
9 purposes of computation of overtime pay and retirement.

10 S 6. Expertise pay. (a) Notwithstanding any other provision of law to
11 the contrary, pursuant to the terms of an agreement negotiated between
12 the executive branch of the state of New York and the employee organiza-
13 tion representing the collective negotiating unit consisting of investi-
14 gators, senior investigators, and investigative specialists in the divi-
15 sion of state police, during the period April 1, 2010 through March 31,
16 2014, members in such collective negotiating unit shall continue to
17 receive expertise pay in the amount of twelve hundred dollars (\$1,200)
18 annually. Effective April 1, 2014, the annual payment for expertise pay
19 shall be two thousand four hundred fifty dollars (\$2,450). There shall
20 be no retroactive payment of the increases to expertise pay for the
21 period April 1, 2011 to March 31, 2014 under any circumstances. Pursuant
22 to the agreement the entire increase of one thousand two hundred fifty
23 dollars (\$1,250) covering the period April 1, 2011 to March 31, 2014 is
24 only payable on a prospective basis commencing with the scheduled Decem-
25 ber 2014 payment.

26 (b) Such expertise pay shall be payable to those unit members on the
27 payroll on November 1 of each year during the pay period that includes
28 December 1. Such additional compensation as provided in this section
29 shall be in addition to, and shall not be part of, the member's basic
30 annual salary, and shall not affect or impair any rights or benefits to
31 which the member may be entitled; provided, however, that such addi-
32 tional compensation shall be included as compensation for purposes of
33 computation of overtime pay and as compensation for retirement.

34 S 7. Professional development and training funds. Pursuant to the
35 terms of an agreement negotiated between the executive branch of the
36 state of New York and the employee organization representing the collec-
37 tive negotiating unit consisting of investigators, senior investigators,
38 and investigative specialists in the division of state police, during
39 the period April 1, 2011 through March 31, 2018, there shall continue to
40 be a professional development and quality of working life committee
41 funded in the following amounts: \$83,538 for the period April 1, 2014 to
42 March 31, 2015; \$85,209 for the period April 1, 2015 to March 31, 2016;
43 \$86,487 for the period April 1, 2016 to March 31, 2017; \$87,784 for the
44 period April 1, 2017 to March 31, 2018 from which the tuition reimburse-
45 ment program, the master's program, and the employee assistance program
46 shall be supported.

47 S 8. Expanded duty pay. (a) Pursuant to the terms of an agreement
48 negotiated between the executive branch of the state of New York and the
49 employee organization representing the collective negotiating unit
50 consisting of investigators, senior investigators, and investigative
51 specialists in the division of state police, during the period April 1,
52 2010 through March 31, 2014, the annual payment for expanded duty pay
53 shall continue to be seven thousand four hundred fifty-two dollars
54 (\$7,452). Such expanded duty pay is in recognition of such members
55 expanded duties, including those related to counterterrorism and other
56 post-September 11, 2001 initiatives, computer crimes, and law enforce-

ment activities involving gambling regulation. Effective April 1, 2014, the annual payment for expanded duty pay shall be eight thousand seven hundred two dollars (\$8,702). There shall be no retroactive payment of the increases to expanded duty pay for the period April 1, 2011 to March 31, 2014 under any circumstances. Pursuant to the agreement, the entire increase of one thousand two hundred fifty dollars (\$1,250) covering the period April 1, 2011 to March 31, 2014 is only payable on a prospective basis commencing April 1, 2014.

(b) Such expanded duty pay shall be annualized and paid during regular bi-weekly periods. Such additional compensation as provided in this section shall be in addition to, and shall not be part of, the member's basic annual salary, and shall not affect or impair any rights or benefits to which the member may be entitled; provided, however, that such additional compensation shall be included as compensation for purposes of computation of overtime pay and as compensation for retirement.

S 9. Supervisory responsibility pay. (a) Pursuant to the terms of an agreement negotiated between the executive branch of the state of New York and the employee organization representing the collective negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police, effective March 31, 2005, certain members shall continue to receive additional compensation, as prescribed in the interest arbitration award dated February 4, 2005 as modified by such agreement, when designated by the division of state police to work as a "unit coordinator", "acting senior investigator", or "acting administrative senior investigator".

(b) Such additional compensation as provided in this section shall be in addition to, and shall not be part of, the member's basic annual salary, and shall not affect or impair any rights or benefits to which the member may be entitled; provided, however, that such additional compensation shall be included as compensation for the purposes of computation of overtime pay and retirement.

S 10. Location compensation. (a) Notwithstanding any other provision of law to the contrary, members in the collective negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police whose principal place of employment or, in the case of a field employee, whose official station, as determined in accordance with the regulations of the state comptroller, is located in the county of Monroe, who were on the payroll on March 31, 1985, and who have received this location compensation continually since then, shall continue to receive location pay at the rate of \$200 per year; provided that each such member continues to be otherwise eligible.

(b) Pursuant to the terms of an agreement negotiated between the executive branch of the state of New York and the employee organization representing the collective negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police, members of such unit whose principal place of employment or, in the case of a field employee, whose official station, as determined in accordance with the regulations of the state comptroller, is located in the city of New York or in the counties of Rockland, Westchester, Nassau, or Suffolk shall continue to receive location pay effective April 1, 2010 in the amount of \$1,536.

(c) Such location pay as provided in this section shall be annualized and paid during the regular bi-weekly periods. Such compensation shall be in addition to and shall not be part of the member's basic annual salary and shall not affect or impair any rights or benefits to which

1 the member may be entitled; provided, however, that location pay shall
2 be included as compensation for the purposes of computation of overtime
3 pay and retirement.

4 S 11. Supplemental location pay. (a) Pursuant to the terms of an
5 agreement negotiated between the executive branch of the state of New
6 York and the employee organization representing the collective negotiat-
7 ing unit consisting of investigators, senior investigators, and investi-
8 gative specialists in the division of state police, members of such unit
9 whose principal place of employment, or, in the case of a field employ-
10 ee, whose official station, as determined in accordance with the regu-
11 lations of the state comptroller, is located in the city of New York or
12 in the county of Putnam, Orange, Dutchess, Rockland, Westchester,
13 Nassau, or Suffolk shall continue to receive supplemental location pay,
14 in addition to the location pay provided in section ten of this act,
15 effective April 1, 2010 as follows:

16 Orange, Putnam or Dutchess County	\$1,280
17 Rockland or Westchester County	
18 or city of New York	\$1,918
19 Nassau or Suffolk County	\$2,239

20 (b) Such supplemental location pay shall be annualized and paid during
21 the regular bi-weekly periods. Such compensation shall be in addition to
22 and shall not be part of the member's basic annual salary and shall not
23 affect or impair any rights or benefits to which the member may be enti-
24 tled; provided, however, that supplemental location pay shall be
25 included as compensation for the purposes of computation of overtime pay
26 and retirement.

27 S 12. Unused sick leave at retirement. Pursuant to the terms of an
28 agreement negotiated between the executive branch of the state of New
29 York and the employee organization representing the collective negotiat-
30 ing unit consisting of investigators, senior investigators, and investi-
31 gative specialists in the division of state police, members of such unit
32 shall continue to receive a lump sum cash payment for accumulated and
33 unused sick leave credits standing to the employee's credit at the time
34 of separation from service by retirement. The amount of such payment
35 shall be determined in the following manner:

36 (a) Effective April 1, 1998, the number of days of such accumulated
37 and unused sick leave, not to exceed 300 days, less 165 days, shall be
38 multiplied by the member's daily rate of pay in effect at the time of
39 separation from service by retirement.

40 (b) The lump sum payment shall be one-fifth of such amount provided
41 for in subdivision (a) of this section.

42 (c) Such additional compensation shall be in addition to and shall not
43 be part of the member's basic annual salary, and shall not affect or
44 impair any rights or benefits to which the member may be entitled;
45 provided, however, that such additional compensation shall be included
46 as compensation for retirement purposes.

47 S 13. Physical fitness program. (a) Pursuant to the terms of an agree-
48 ment negotiated between the executive branch of the state of New York
49 and the employee organization representing the collective negotiating
50 unit consisting of investigators, senior investigators, and investi-
51 gative specialists in the division of state police, effective April 1,
52 1999, a joint labor management committee shall be continued for the
53 purpose of evaluating the assessment, study, and testing for the fitness
54 of members of the employee organization. The division of state police

1 shall administer such program through the provision of an annual appro-
2 priation. Members in the employee organization shall receive an annual
3 fitness bonus if they satisfy the fitness requirements developed by the
4 division of state police during a fiscal year. The amount of such
5 fitness bonus shall be determined by the committee within the amount
6 appropriated therefor. Such awards shall be paid on or about December
7 first of each fiscal year.

8 (b) Any amounts received pursuant to this section shall be in addition
9 to, and shall not be a part of, the member's basic annual salary, and
10 shall not affect or impair, any increments or other rights or benefits
11 to which the member may be entitled; provided, however, that any amounts
12 received shall be included as compensation for retirement purposes.

13 (c) The division of state police and the employee organization repres-
14 enting such unit may agree to expend the funds appropriated on an annual
15 basis for the physical fitness program for a mutually agreeable alter-
16 nate purpose. Pursuant to the terms of the agreement, the parties agree
17 that the amount appropriated for this fund for fiscal year 2015-2016
18 shall be transferred to the employee benefit fund established pursuant
19 to paragraph b of subdivision 2 of section 207-b of the state finance
20 law and the amounts appropriated for this fund for fiscal years
21 2016-2017 and 2017-2018 shall remain with the division of state police.
22 Effective April 1, 2018, the annual appropriation for this fund shall be
23 transferred to the employee benefit fund established pursuant to para-
24 graph b of subdivision 2 of section 207-b of the state finance law each
25 year unless the parties agree to expend such funds for a mutually agree-
26 able alternate purpose.

27 S 14. Recognized degree pay. (a) Pursuant to the terms of an agreement
28 negotiated between the executive branch of the state of New York and the
29 employee organization representing the collective negotiating unit
30 consisting of investigators, senior investigators, and investigative
31 specialists in the division of state police, members of such unit who
32 possess or obtain a recognized degree from an accredited and recognized
33 college or university on or after April 1, 2001, shall continue to
34 receive a lump sum payment of \$250 for an associate degree, \$500 for a
35 bachelor's degree, and \$750 for a graduate degree. Payment for such
36 degree shall occur annually in June of each year, and shall be for one
37 degree only. When such degree is obtained in a fiscal year, such
38 payment shall be made as soon as practicable after conferral of the
39 degree.

40 (b) Such additional compensation as provided in this section shall be
41 in addition to, and shall not be part of, the member's basic annual
42 salary, and shall not affect or impair any rights or benefits to which
43 the member may be entitled; provided, however, that such additional
44 compensation shall be included as compensation for retirement purposes.

45 S 15. Short swings. Notwithstanding any provision of law to the
46 contrary, pursuant to the terms of an agreement negotiated between the
47 executive branch of the state of New York and the employee organization
48 representing the collective negotiating unit consisting of investi-
49 gators, senior investigators, and investigative specialists in the divi-
50 sion of state police, effective September 1, 2016, members of this unit
51 who are required to work short swings shall receive compensation of
52 thirty dollars (\$30) for each short swing they are required to work and
53 actually work. There shall be no short swing compensation where the
54 short swing is worked at the request of, or for the convenience of the
55 member, as determined by the division of state police. The definition of
56 short swing shall be when there are eight hours or less between the

1 scheduled end time of a Member's tour of duty and the start time of the
2 next scheduled tour of duty. Such compensation shall not be payable if
3 such member's hours of work continue from the end time of the Member's
4 tour of duty to the commencement of the start time of the next scheduled
5 tour of duty without interruption.

6 S 16. Notwithstanding any provision of law to the contrary, pursuant
7 to the terms of an agreement negotiated between the executive branch of
8 the state of New York and the employee organization representing the
9 collective negotiating unit consisting of investigators, senior investi-
10 gators, and investigative specialists in the division of state police,
11 members of such unit shall receive recall overtime only in accordance
12 with the terms of the collective bargaining agreement.

13 S 17. Payment and publication of grievance arbitration settlements and
14 awards. Notwithstanding any provision of law to the contrary, the
15 appropriations contained in this act shall be available to the state for
16 the payment and publication of grievance arbitration settlements and
17 awards pursuant to article 15 of the collective negotiating agreement
18 between the state and the employee organization representing the collec-
19 tive negotiating unit consisting of investigators, senior investigators,
20 and investigative specialists in the division of state police, such
21 provisions being in effect pursuant to paragraph (e) of subdivision 1 of
22 section 209-a of the civil service law.

23 S 18. The compensation and benefit modifications provided for by this
24 act for state employees in the collective negotiating unit consisting of
25 investigators, senior investigators, and investigative specialists in
26 the division of state police pursuant to article 14 of the civil service
27 law shall not be implemented until the director of employee relations
28 shall have delivered to the director of the budget and the comptroller a
29 letter certifying that there is in effect with respect to such negotiat-
30 ing unit a collective bargaining agreement which provides for such
31 compensation and benefit modifications and which is fully executed in
32 writing with the state pursuant to article 14 of the civil service law,
33 and ratified pursuant to the ratification procedure of the employee
34 organization certified pursuant to article 14 of the civil service law
35 to represent such collective negotiating unit.

36 S 19. Date of entitlement to salary increase. Notwithstanding the
37 provisions of this act or of any other provision of law to the contrary,
38 the increase of salary or compensation of any member of the collective
39 negotiating unit consisting of investigators, senior investigators, and
40 investigative specialists in the division of state police provided by
41 this act shall be added to the salary of such member at the beginning of
42 that payroll period the first day of which is nearest to the effective
43 date of such increase as provided in this act, or at the beginning of
44 the earlier of two payroll periods the first days of which are nearest
45 but equally near to the effective date of such increase as provided in
46 this act; provided, however, that, for the purposes of determining the
47 salary of such officer or employee upon reclassification, reallocation,
48 appointment, promotion, transfer, demotion, reinstatement, or other
49 change of status, such salary increase shall be deemed to be effective
50 on the date thereof as prescribed by this act, with payment thereof
51 pursuant to this section on a date prior thereto, instead of on such
52 effective date, and shall not operate to confer any additional salary
53 rights or benefits on such officer or employee. Payment of such salary
54 increase may be deferred pursuant to section twenty of this act.

55 S 20. Deferred payment of salary increase. Notwithstanding the
56 provisions of any other section of this act or of any provision of law

1 to the contrary, pending payment pursuant to this act of the basic annu-
2 al salaries of incumbents of positions subject to this act, such incum-
3 bents shall receive, as partial compensation for services rendered, the
4 rate of compensation otherwise payable in their respective positions. An
5 incumbent holding a position subject to this act at any time during the
6 period from April 1, 2011 until the time when basic annual salaries are
7 first paid pursuant to this act for such services in excess of the
8 compensation actually received therefor, shall be entitled to a lump sum
9 payment for the difference between the salary to which such incumbent is
10 entitled for such service and the compensation actually received there-
11 for. Such lump sum payment shall be made as soon as practicable. The
12 amounts paid under this act shall count as compensation earned during
13 the year or years for which it is calculated and not as compensation
14 earned wholly in the year in which the lump sum is paid.

15 S 21. Use of appropriations. Notwithstanding any provision of the
16 state finance law or any other provision of law to the contrary, the
17 state comptroller is authorized to pay any amounts required by the fore-
18 going provisions of this act. To the extent that existing appropriations
19 available to any state department or agency in any fund are insufficient
20 to accomplish the purposes set forth in this section, the director of
21 the budget is authorized to allocate to the various departments and
22 agencies, from any appropriations available in any fund, the amounts
23 necessary to make such payments. Any appropriations or other funds
24 available to any state department or agency for personal service or for
25 other related employee benefits during the fiscal year commencing April
26 1, 2011 shall be available for the payment of any liabilities or obli-
27 gations incurred pursuant to the foregoing provisions of this act,
28 whether prior to or during the state fiscal year commencing April 1,
29 2016.

30 S 22. Appropriations. Notwithstanding any provision of the state
31 finance law or any other provision of law to the contrary, the several
32 amounts as hereinafter set forth in this section are hereby appropriated
33 from the funds so designated solely for apportionment/transfer by the
34 director of the budget for use by any state department or agency in any
35 fund for the fiscal year beginning April 1, 2016 to supplement appropri-
36 ations for personal service, other than personal service and fringe
37 benefits, and to carry out the provisions of this act. The monies hereby
38 appropriated are available for payment of any liabilities or obligations
39 incurred prior to or during the state fiscal year commencing April 1,
40 2011 in addition to liabilities or obligations associated with the state
41 fiscal year commencing April 1, 2016. For this purpose, these appropri-
42 ations shall remain in full force and effect for the payment of liabil-
43 ities incurred on or before March 31, 2017.

44 MISCELLANEOUS -- ALL STATE DEPARTMENTS AND AGENCIES

45 STATE OPERATIONS 2016-17

46 Special Pay Bills
47 General Fund / State Operations
48 State Purposes Account - 10050

49 PERSONAL SERVICE

50 Personal Service 22,257,000

NONPERSONAL SERVICE

Fringe benefits	5,343,000
Health Benefits Committee	16,000
Professional Development Fund	256,000
Employee Benefit Fund	340,000
Physical Fitness Pay	454,000
Contract Administration	50,000

S 23. This act shall take effect immediately; provided that the director of employee relations certifies that there is in effect with respect to the negotiating unit consisting of investigators, senior investigators, and investigative specialists in the division of state police a collective bargaining agreement which provides for the compensation and benefit modifications in this act, and shall be deemed to have been in full force and effect on and after April 1, 2011.

REPEAL NOTE.--

Paragraph a of subdivision 2 of section 216 of the executive law, repealed by section one of this act, provided salary schedules for state employees in particular titles in the collective negotiating unit consisting of investigators and senior investigators in the division of state police and is replaced by revised salary schedules in a new paragraph a of such subdivision 2 implementing an agreement pursuant to Article 14 of the civil service law.

Paragraph b of subdivision 2 of section 207-b of the state finance law, repealed by section two of this act, provided for payments to an employee benefit fund for state employees in the particular titles in the collective negotiating unit consisting of investigators and senior investigators in the division of state police and is replaced by revised schedule of payments to be made to such fund in a new paragraph b of such subdivision 2 implementing an agreement pursuant to Article 14 of the civil service law.

Subdivision 2 of section 216-c of the executive law, repealed by section three of this act, provided for holiday compensation payments based on four days pay to eligible members of the collective negotiating unit consisting of investigators, senior investigators and investigative specialists in the division of state police and is replaced by a revised payment amount in a new subdivision 2 of such section implementing an agreement pursuant to Article 14 of the civil service law.