

5970

2015-2016 Regular Sessions

I N   S E N A T E

June 14, 2015

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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 the terms and conditions of employment for members of the collective negotiating unit consisting of commissioned and non-commissioned officers 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; and making an appropriation therefor; and repealing 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     Section 1. Subparagraphs 5, 6, 7 and 8 of paragraph a of subdivision 2  
2     of section 215 of the executive law are REPEALED and four new subpara-  
3     graphs 5, 6, 7 and 8 are added to read as follows:  
4     (5) EFFECTIVE APRIL FIRST, TWO THOUSAND FOURTEEN, MEMBERS OF THE  
5     COLLECTIVE NEGOTIATING UNIT CONSISTING OF COMMISSIONED AND NON-COMMIS-  
6     SIONED OFFICERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC  
7     ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:  
8                                ORANGE,                                CITY OF NEW                                NASSAU AND                                ALL OTHER  
9                                PUTNAM AND                                YORK, ROCKLAND                                SUFFOLK                                LOCATIONS  
10                                DUTCHESS                                AND WESTCHESTER                                COUNTIES  
11                                COUNTIES                                COUNTIES  
12     SERGEANT AND  
13     TECHNICAL  
14     SERGEANT                                \$102,048                                \$103,135                                \$103,421                                \$101,846  
15     STATION  
16     COMMANDER                                \$105,345                                \$106,433                                \$106,718                                \$105,145  
17     ZONE  
18     SERGEANT                                \$107,027                                \$108,111                                \$108,396                                \$106,825  
19     FIRST,

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

LBD12020-04-5

1	STAFF				
2	AND				
3	CHIEF T/				
4	SGT	\$112,533	\$113,619	\$113,903	\$112,330
5	LIEUTENANT				
6	AND				
7	TECHNICAL				
8	LIEUTENANT	\$121,953	\$123,038	\$123,323	\$121,752
9	LIEUTENANT				
10	BCI	\$124,342	\$125,427	\$125,713	\$124,138
11	CAPTAIN	\$130,059	\$131,144	\$131,432	\$129,857
12	CAPTAIN BCI	\$132,484	\$133,567	\$133,853	\$132,279
13	MAJOR	\$138,583	\$139,669	\$139,954	\$138,379
14	(6) EFFECTIVE APRIL FIRST, TWO THOUSAND FIFTEEN, MEMBERS OF THE				
15	COLLECTIVE NEGOTIATING UNIT CONSISTING OF COMMISSIONED AND NON-COMMIS-				
16	SIONED OFFICERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC				
17	ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:				
18		ORANGE,	CITY OF NEW	NASSAU AND	ALL OTHER
19		PUTNAM AND	YORK, ROCKLAND	SUFFOLK	LOCATIONS
20		DUTCHESS	AND WESTCHESTER	COUNTIES	
21		COUNTIES	COUNTIES		
22	SERGEANT AND				
23	TECHNICAL				
24	SERGEANT	\$104,089	\$105,198	\$105,489	\$103,883
25	STATION				
26	COMMANDER	\$107,452	\$108,562	\$108,852	\$107,248
27	ZONE				
28	SERGEANT	\$109,168	\$110,273	\$110,564	\$108,962
29	FIRST,				
30	STAFF				
31	AND				
32	CHIEF T/				
33	SGT	\$114,784	\$115,891	\$116,181	\$114,577
34	LIEUTENANT				
35	AND				
36	TECHNICAL				
37	LIEUTENANT	\$124,392	\$125,499	\$125,789	\$124,187
38	LIEUTENANT				
39	BCI	\$126,829	\$127,936	\$128,227	\$126,621
40	CAPTAIN	\$132,660	\$133,767	\$134,061	\$132,454
41	CAPTAIN BCI	\$135,134	\$136,238	\$136,530	\$134,925
42	MAJOR	\$141,355	\$142,462	\$142,753	\$141,147
43	(7) EFFECTIVE APRIL FIRST, TWO THOUSAND SIXTEEN, MEMBERS OF THE				
44	COLLECTIVE NEGOTIATING UNIT CONSISTING OF COMMISSIONED AND NON-COMMIS-				
45	SIONED OFFICERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC				
46	ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:				
47		ORANGE,	CITY OF NEW	NASSAU AND	ALL OTHER
48		PUTNAM AND	YORK, ROCKLAND	SUFFOLK	LOCATIONS
49		DUTCHESS	AND WESTCHESTER	COUNTIES	
50		COUNTIES	COUNTIES		
51	SERGEANT AND				
52	TECHNICAL				
53	SERGEANT	\$105,650	\$106,776	\$107,071	\$105,441
54	STATION				
55	COMMANDER	\$109,064	\$110,190	\$110,485	\$108,857
56	ZONE				

1	SERGEANT	\$110,806	\$111,927	\$112,222	\$110,596
2	FIRST,				
3	STAFF				
4	AND				
5	CHIEF T/				
6	SGT	\$116,506	\$117,629	\$117,924	\$116,296
7	LIEUTENANT				
8	AND				
9	TECHNICAL				
10	LIEUTENANT	\$126,258	\$127,381	\$127,676	\$126,050
11	LIEUTENANT				
12	BCI	\$128,731	\$129,855	\$130,150	\$128,520
13	CAPTAIN	\$134,650	\$135,774	\$136,072	\$134,441
14	CAPTAIN BCI	\$137,161	\$138,282	\$138,578	\$136,949
15	MAJOR	\$143,475	\$144,599	\$144,894	\$143,264
16	(8) EFFECTIVE APRIL FIRST, TWO THOUSAND SEVENTEEN, MEMBERS OF THE				
17	COLLECTIVE NEGOTIATING UNIT CONSISTING OF COMMISSIONED AND NON-COMMIS-				
18	SIONED OFFICERS IN THE DIVISION OF STATE POLICE SHALL RECEIVE A BASIC				
19	ANNUAL SALARY PURSUANT TO THE FOLLOWING SCHEDULE:				
20		ORANGE,	CITY OF NEW	NASSAU AND	ALL OTHER
21		PUTNAM AND	YORK, ROCKLAND	SUFFOLK	LOCATIONS
22		DUTCHESS	AND WESTCHESTER	COUNTIES	
23		COUNTIES	COUNTIES		
24	SERGEANT AND				
25	TECHNICAL				
26	SERGEANT	\$107,235	\$108,378	\$108,677	\$107,023
27	STATION				
28	COMMANDER	\$110,700	\$111,843	\$112,142	\$110,490
29	ZONE				
30	SERGEANT	\$112,468	\$113,606	\$113,905	\$112,255
31	FIRST,				
32	STAFF				
33	AND				
34	CHIEF T/				
35	SGT	\$118,254	\$119,393	\$119,693	\$118,040
36	LIEUTENANT				
37	AND				
38	TECHNICAL				
39	LIEUTENANT	\$128,152	\$129,292	\$129,591	\$127,941
40	LIEUTENANT				
41	BCI	\$130,662	\$131,803	\$132,102	\$130,448
42	CAPTAIN	\$136,670	\$137,811	\$138,113	\$136,458
43	CAPTAIN BCI	\$139,218	\$140,356	\$140,657	\$139,003
44	MAJOR	\$145,627	\$146,768	\$147,067	\$145,413

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

48 A. WHERE, AND TO THE EXTENT THAT, THE AGREEMENT BETWEEN THE STATE AND  
 49 AN EMPLOYEE ORGANIZATION ENTERED INTO PURSUANT TO ARTICLE FOURTEEN OF  
 50 THE CIVIL SERVICE LAW SO PROVIDES ON BEHALF OF THE EMPLOYEES IN THE  
 51 COLLECTIVE NEGOTIATING UNIT CONSISTING OF COMMISSIONED AND NON-COMMIS-  
 52 SIONED OFFICERS IN THE DIVISION OF STATE POLICE, ESTABLISHED PURSUANT TO  
 53 ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW, AND UPON AUDIT AND WARRANT OF  
 54 THE STATE COMPTROLLER, THE DIRECTOR SHALL PROVIDE FOR THE PAYMENT OF  
 55 MONIES TO SUCH EMPLOYEE ORGANIZATION FOR THE ESTABLISHMENT AND MAINTENANCE  
 56 OF AN EMPLOYEE BENEFIT FUND ESTABLISHED BY THE EMPLOYEE ORGANIZA-

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

34 S 3. Location compensation. (a) Notwithstanding any other provision of  
35 law to the contrary, pursuant to the terms of the agreement negotiated  
36 between the state and the employee organization representing the collec-  
37 tive negotiating unit consisting of commissioned and non-commissioned  
38 officers in the division of state police, members in this collective  
39 negotiating unit whose principal place of employment, or, in the case of  
40 a field employee, whose official station as determined in accordance  
41 with the regulations of the state comptroller, is located in the county  
42 of Monroe and who were on the payroll on March 31, 1985, and who have  
43 received this location compensation continually since then, shall  
44 continue to receive location pay at the rate of two hundred dollars  
45 (\$200) per year, provided the member continues to be otherwise eligible.  
46 Such location pay shall continue to be annualized and paid during the  
47 regular bi-weekly periods. Such location pay shall be in addition to,  
48 and shall not be a part of, a member's annual basic salary, and shall  
49 not affect or impair any increments or other rights or benefits to which  
50 the member may be entitled; provided, however, that location pay shall  
51 be included as compensation for purposes of computation of overtime pay  
52 and for retirement purposes.

53 (b) Notwithstanding any other provision of law to the contrary, pursu-  
54 ant to the terms of the agreement negotiated between the state and the  
55 employee organization representing the collective negotiating unit  
56 consisting of commissioned and non-commissioned officers in the division

1 of state police, members in this collective negotiating unit whose prin-  
2 cipal place of employment, or, in the case of a field employee, whose  
3 official station as determined in accordance with the regulations of the  
4 state comptroller, is located in the city of New York, or in the county  
5 of Rockland, Westchester, Nassau or Suffolk shall continue to receive  
6 location pay at the rate of one thousand five hundred thirty-six dollars  
7 (\$1,536) per year effective April 1, 2010.

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

15 S 4. Supplemental location compensation. (a) Notwithstanding any  
16 other provision of law to the contrary, pursuant to the terms of the  
17 agreement negotiated between the state and the employee organization  
18 representing the collective negotiating unit consisting of commissioned  
19 and non-commissioned officers in the division of state police, members  
20 in this collective negotiating unit whose principal place of employment,  
21 or, in the case of a field employee, whose official station as deter-  
22 mined in accordance with the regulations of the state comptroller, is  
23 located in the city of New York, or in the county of Putnam, Orange,  
24 Dutchess, Rockland, Westchester, Nassau or Suffolk shall continue to  
25 receive supplemental location pay as follows effective April 1, 2010:

26	Orange, Putnam or Dutchess County	\$1,280
27	Rockland or Westchester County	\$1,918
28	or city of New York	
29	Nassau or Suffolk County	\$2,239

30 (b) Such supplemental location pay shall continue to be annualized and  
31 paid during regular bi-weekly periods. Such supplemental location  
32 compensation shall be in addition to, and shall not be a part of, a  
33 member's annual basic salary, and shall not affect or impair any incre-  
34 ments or other rights or benefits to which the member may be entitled;  
35 provided, however, that such compensation shall be included as compen-  
36 sation for purposes of computation of overtime pay and for retirement  
37 purposes.

38 S 5. Expanded duty pay. (a) Notwithstanding any other provision of law  
39 to the contrary, pursuant to the terms of the agreement negotiated  
40 between the state and the employee organization representing the collec-  
41 tive negotiating unit consisting of commissioned and non-commissioned  
42 officers in the division of state police, during the period April 1,  
43 2010 through March 31, 2014, the annual payment for expanded duty pay  
44 for members of this unit shall continue in the amount of seven thousand  
45 four hundred fifty-two dollars (\$7,452). Effective April 1, 2014, the  
46 annual payment for expanded duty pay shall be eight thousand seven  
47 hundred two dollars (\$8,702). There shall be no retroactive payment of  
48 the increases to expanded duty pay for the period April 1, 2011 to March  
49 31, 2014 under any circumstances. Pursuant to the agreement, the entire  
50 increase of one thousand two hundred fifty dollars (\$1,250) covering the  
51 period April 1, 2011 to March 31, 2014 is only payable on a prospective  
52 basis commencing April 1, 2014.

53 (b) Pursuant to the terms of the agreement negotiated between the  
54 state and the employee organization representing the collective negoti-

ating unit consisting of commissioned and non-commissioned officers in the division of state police, expanded duty pay shall continue to be annualized and paid during regular bi-weekly periods. Such additional compensation shall be in addition to, and shall not be part of, the member's annual basic 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 6. Hazardous duty pay. (a) Notwithstanding any other provision of law to the contrary, pursuant to the terms of the agreement negotiated between the state and employee organization representing the collective negotiating unit consisting of commissioned and non-commissioned officers in the division of state police, during the period April 1, 2010 through March 31, 2014, the annual payment for hazardous duty pay for members of this unit shall continue in the amount of one thousand two hundred dollars (\$1,200). Effective April 1, 2014, the annual payment for hazardous duty pay shall be two thousand four hundred fifty dollars (\$2,450). There shall be no retroactive payment of the increases to hazardous 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 with the scheduled December 2014 payment.

(b) Notwithstanding any other provision of law to the contrary, pursuant to the terms of the agreement negotiated between the state and the employee organization representing the collective negotiating unit consisting of commissioned and non-commissioned officers in the division of state police, hazardous duty pay shall be payable to members of this unit in December of each respective state fiscal year to which the payment is attributed, or as soon as practicable thereafter. Such payment shall continue to be made as a lump sum payment to members of this unit on the payroll on the first of November each year during the pay period that includes the first of December each year. Such payment shall be in addition to, and shall not be part of, the member's annual basic salary, and shall not affect or impair any rights or benefits to which the member may be entitled; provided, however, that such payment shall be included as compensation for purposes of computation of overtime pay and as compensation for retirement.

S 7. Command pay. (a) Notwithstanding any provision of law to the contrary, pursuant to the terms of an agreement negotiated between the state and the employee organization representing the collective negotiating unit consisting of commissioned and non-commissioned officers in the division of state police, in recognition that commissioned and non-commissioned officers in the division of state police assume higher level responsibilities, such commissioned and non-commissioned officers shall continue to receive command pay in the amount of three hundred nineteen dollars (\$319) effective April 1, 2010.

(b) Such payment shall be annualized and paid during the regular bi-weekly periods and shall be in addition to, and not part of, the member's annual basic salary, and shall not affect or impair any rights or benefits to which the member may be entitled; provided, however, such payments shall be included as compensation for retirement purposes. Command pay shall be included for overtime calculations for non-commissioned officers.

1 S 8. Health benefits committees. Pursuant to the terms of an agreement  
2 negotiated between the state and the employee organization representing  
3 the collective negotiating unit consisting of commissioned and non-com-  
4 missioned officers in the division of state police, during the period  
5 April 1, 2011 through March 31, 2018, there shall continue to be a  
6 committee on health benefits funded in the following amounts: \$5,100 for  
7 the period April 1, 2014 through March 31, 2015; \$5,202 for the period  
8 April 1, 2015 through March 31, 2016; \$5,280 for the period April 1,  
9 2016 through March 31, 2017; and \$5,359 for the period April 1, 2017  
10 through March 31, 2018. One-half of this amount in each year shall be  
11 made available to the state and one-half of this amount shall be made  
12 available to the employee organization representing such unit.

13 S 9. Professional development and training funds. Pursuant to the  
14 terms of an agreement negotiated between the state and the employee  
15 organization representing the collective negotiating unit consisting of  
16 commissioned and non-commissioned officers in the division of state  
17 police, during the period April 1, 2011 through March 31, 2018, there  
18 shall continue to be a professional development and quality of working  
19 life committee from which the tuition reimbursement program, the  
20 master's program and the employee assistance program shall be supported.  
21 Such committee shall be funded in the following amounts: \$94,248 for the  
22 period April 1, 2014 through March 31, 2015; \$96,133 for the period  
23 April 1, 2015 through March 31, 2016; \$97,575 for the period April 1,  
24 2016 through March 31, 2017; and \$99,039 for the period April 1, 2017  
25 through March 31, 2018.

26 S 10. Recognized degree pay. Notwithstanding any provision of law to  
27 the contrary, pursuant to the terms of the agreement negotiated between  
28 the state and the employee organization representing the collective  
29 negotiating unit consisting of commissioned and non-commissioned offi-  
30 cers in the division of state police, or the terms of the interest arbi-  
31 tration award made pursuant to subdivision 4 of section 209 of the civil  
32 service law binding the executive branch of the state of New York and  
33 the employee organization representing such unit, effective March 31,  
34 2003, the lump sum payments for degrees, as contained in section 5 of  
35 chapter 244 of the laws of 2002, shall continue.

36 S 11. Short swings. (a) Notwithstanding any provision of law to the  
37 contrary, pursuant to the terms of the agreement negotiated between the  
38 state and the employee organization representing the collective negoti-  
39 ating unit consisting of commissioned and non-commissioned officers in  
40 the division of state police, or the terms of the interest arbitration  
41 award made pursuant to subdivision 4 of section 209 of the civil service  
42 law binding the executive branch of the state of New York and the  
43 employee organization representing such unit, effective March 31, 2003,  
44 members of this unit who are required to work short swings shall contin-  
45 ue to receive compensation of thirty dollars (\$30) for each short swing  
46 they are required to work and actually work. There shall be no short  
47 swing compensation where the short swing is worked at the request of, or  
48 for the convenience of the member, as determined by the division of  
49 state police. The definition of short swing shall be a tour of duty  
50 commencing between the hours of five a.m. and nine a.m. (B line)  
51 followed by a tour of duty commencing between nine p.m. and one a.m. (A  
52 line) on consecutive days, or, a tour of duty commencing between the  
53 hours of one p.m. and five p.m. (C line) followed by a tour of duty  
54 commencing between the hours of five a.m. and nine a.m. (B line) on  
55 consecutive days. Such additional compensation shall not be payable if

1 such member's hours of work continue from the conclusion of the former  
2 shift to the commencement of the latter shift without interruption.

3 (b) The additional compensation payable pursuant to this section shall  
4 be in addition to, and shall not be a part of, the member's annual basic  
5 salary, and shall not affect or impair any rights or benefits to which  
6 the member may be entitled; provided, however, that any compensation  
7 payable pursuant to this section shall be included as compensation for  
8 the purposes of computation of overtime pay and for retirement purposes.  
9 The director of the budget may adopt such regulations as may be deemed  
10 necessary to carry out the provisions of this section.

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

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

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

37 S 15. Payment and publication of grievance arbitration settlements and  
38 awards. Notwithstanding any provision of law to the contrary, the appro-  
39 priations contained in this act shall be available to the state for the  
40 payment and publication of grievance arbitration settlements and awards  
41 pursuant to article 15 of the collective negotiating agreement between  
42 the state and the employee organization representing the collective  
43 negotiating unit consisting of commissioned and non-commissioned offi-  
44 cers in the division of state police.

45 S 16. Date of entitlement to salary increase. Notwithstanding the  
46 provisions of this act or of any other provision of law to the contrary,  
47 the increase of salary or compensation of any member of the collective  
48 negotiating unit consisting of commissioned and non-commissioned offi-  
49 cers in the division of state police provided by this act shall be added  
50 to the salary of such member at the beginning of that payroll period the  
51 first day of which is nearest to the effective date of such increase as  
52 provided in this act, or at the beginning of the earlier of two payroll  
53 periods the first days of which are nearest but equally near to the  
54 effective date of such increase as provided in this act; provided,  
55 however, that, for the purposes of determining the salary of such offi-  
56 cer or employee upon reclassification, reallocation, appointment,



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

8 S 17. Deferred payment of salary increase. Notwithstanding the  
9 provisions of any other section of this act or of any other provision of  
10 law to the contrary, pending payment pursuant to this act of the basic  
11 annual salaries of incumbents of positions subject to this act, such  
12 incumbents shall receive, as partial compensation for services rendered,  
13 the rate of compensation otherwise payable in their respective posi-  
14 tions. An incumbent holding a position subject to this act at any time  
15 during the period from April 1, 2011 until the time when basic annual  
16 salaries are first paid pursuant to this act for such services in excess  
17 of the compensation actually received therefor, shall be entitled to a  
18 lump sum payment for the difference between the salary to which such  
19 incumbent is entitled for such service and the compensation actually  
20 received therefor. Such lump sum payment shall be made as soon as prac-  
21 ticable. Any amount payable in such lump sum paid represents compen-  
22 sation earned in each of the year or years for which it is calculated  
23 pursuant to this act and not as compensation earned wholly in the year  
24 during which the lump sum is paid. Pursuant to the terms of the agree-  
25 ment negotiated between the state and the employee organization repres-  
26 enting the collective negotiating unit consisting of commissioned and  
27 non-commissioned officers in the division of state police, there shall  
28 be no retroactive payment of the increases to the compensation provided  
29 in section five or six of this act for the period April 1, 2011 to March  
30 31, 2014 under any circumstances.

31 S 18. Use of appropriations. Notwithstanding any provision of the  
32 state finance law or any other provision of law to the contrary, the  
33 state comptroller is authorized to pay any amounts required by the fore-  
34 going provisions of this act. To the extent that existing appropriations  
35 available to any state department or agency in any fund are insufficient  
36 to accomplish the purposes set forth in this section, the director of  
37 the budget is authorized to allocate to the various departments and  
38 agencies, from any appropriations available in any fund, the amounts  
39 necessary to make such payments. Any appropriations or other funds  
40 available to any state department or agency for personal service or for  
41 other related employee benefits during the fiscal year commencing April  
42 1, 2014 or April 1, 2015 shall be available for the payment of any  
43 liabilities or obligations incurred pursuant to the foregoing provisions  
44 of this act, whether occurring prior to or during the state fiscal year  
45 commencing April 1, 2014 or April 1, 2015.

46 S 19. Appropriations. Notwithstanding any provision of the state  
47 finance law or any other provision of law to the contrary, the several  
48 amounts as hereinafter set forth in this section are hereby appropriated  
49 from the funds so designated for use by any state department or agency  
50 for the fiscal year beginning April 1, 2014 or April 1, 2015 to supple-  
51 ment appropriations from each respective fund available for personal  
52 service, other than personal service and fringe benefits, and to carry  
53 out the provisions of this act. The monies hereby appropriated are  
54 available for payment of any liabilities or obligations incurred prior  
55 to or during the state fiscal year commencing April 1, 2014 or April 1,  
56 2015. For this purpose, these appropriations shall remain in full force

1 and effect for the payment of liabilities incurred on or before April 1,  
2 2015 or April 1, 2016. No money shall be available for expenditure from  
3 this appropriation until a certification of approval has been issued by  
4 the director of the budget and a copy of such certificate or any amend-  
5 ment thereto has been filed with the state comptroller, the chairperson  
6 of the senate finance committee, and the chairperson of the assembly  
7 ways and means committee.

8 ALL STATE DEPARTMENTS AND AGENCIES

9 Special Pay Bills

10 General Fund - State Purposes Account

11 PERSONAL SERVICE

12 Personal Service - Regular ..... \$8,801,000

13 NON-PERSONAL SERVICE

14 Fringe Benefits ..... \$673,000

15 Health Benefits Committee ..... \$11,000

16 Professional Development Fund..... \$191,000

17 Employee Benefit Fund ..... \$530,000

18 Contract Administration ..... \$25,000

19 S 20. This act shall take effect immediately and shall be deemed to have  
20 been in full force and effect on and after April 1, 2011.

REPEAL NOTE.--Subparagraphs 5, 6, 7, and 8 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 commis-  
sioned and non-commissioned officers in the division of state police and  
is replaced by revised salary schedules in new subparagraphs 5, 6, 7,  
and 8 of paragraph a of subdivision 2 implementing an agreement between  
the state and the employee organization representing such unit. Para-  
graph a of subdivision 2 of section 207-b of the state finance law,  
repealed by section two of this act, provided for payments to an employ-  
ee benefit fund for state employees in the particular titles in the  
collective negotiating unit consisting of commissioned and non-commis-  
sioned officers in the division of state police and is replaced by a  
revised schedule of payments to be made to such fund in a new paragraph  
a implementing an agreement between the state and the employee organiza-  
tion representing such unit.