

STATE OF NEW YORK

6555

2019-2020 Regular Sessions

IN SENATE

June 16, 2019

Introduced by Sen. GOUNARDES -- 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 the employee benefit fund for members of such unit; making an appropriation therefor; and repealing certain provisions of the executive law and the state finance law relating thereto (Part A); and to provide for the adjustment of stipends of certain incumbents in the state university of New York and designating moneys therefor; to continue a doctoral program recruitment and retention enhancement fund; to continue work-life services and pre-tax programs; to continue a professional development committee; to continue a comprehensive college graduate program recruitment and retention fund; to continue a fee mitigation fund; to continue a downstate location fund; to continue a joint labor management advisory board; to continue an accidental death benefit; providing compensation for certain state employees in the state university that are designated, stipulated, or excluded from negotiating units as managerial or confidential pursuant to article 14 of the civil service law and certain employees of contract colleges at Cornell and Alfred Universities; and making an appropriation therefor (Part B)

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act enacts into law legislation necessary to implement
2 collective bargaining agreements and to implement changes to salary and
3 benefits for certain state officers and employees excluded from collec-
4 tive negotiating units. Each component is wholly contained within a Part
5 identified as Parts A and B. The effective date for each particular
6 provision contained within such Part is set forth in the last section of
7 such Part. Any provision in any section contained within a Part, includ-
8 ing the effective date of the Part, which makes reference to a section
9 "of this act", when used in connection with that particular component,

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

LBD12030-02-9

1 shall be deemed to mean and refer to the corresponding section of the
 2 Part in which it is found. Section two of this act sets forth the gener-
 3 al severability clause applicable to this act. Section three of this act
 4 sets forth the general effective date of this act.

5 PART A

6 COLLECTIVE BARGAINING AGREEMENT BETWEEN 7 THE STATE OF NEW YORK AND THE NEW YORK STATE POLICE INVESTIGATORS 8 ASSOCIATION 9 FOR 2018-2023

10 Section 1. Paragraph a of subdivision 3 of section 216 of the execu-
 11 tive law is REPEALED and a new paragraph a is added to read as follows:

12 a. Salary schedules for investigators, senior investigators, and 13 investigative specialists in the division of state police.

14 (1) Effective April first, two thousand eighteen, members assigned to
 15 the bureau of criminal investigation as investigators and investigative
 16 specialists appointed to the bureau by the superintendent, shall receive
 17 a basic annual salary pursuant to the following schedule:

		New York City	Orange	
	Nassau	Rockland	Putnam	
YOS	Suffolk	Westchester	Dutchess	All Other
0 - 1	\$104,822	\$104,516	\$103,353	\$103,134
1 - 2	\$104,822	\$104,516	\$103,353	\$103,134
2 - 3	\$104,822	\$104,516	\$103,353	\$103,134
3 - 4	\$104,822	\$104,516	\$103,353	\$103,134
4 - 5	\$104,822	\$104,516	\$103,353	\$103,134
5 - 6	\$104,822	\$104,516	\$103,353	\$103,134
6+	\$104,822	\$104,516	\$103,353	\$103,134

28 (2) Effective April first, two thousand nineteen, members assigned to
 29 the bureau of criminal investigation as investigators and investigative
 30 specialists appointed to the bureau by the superintendent, shall receive
 31 a basic annual salary pursuant to the following schedule:

		New York City	Orange	
	Hired on or	Nassau	Rockland	Putnam
	After	Suffolk	Westchester	Dutchess
YOS	10/1/19			All Other
0 - 1	\$100,000	\$106,918	\$106,606	\$105,420
1 - 2		\$106,918	\$106,606	\$105,420
2 - 3		\$106,918	\$106,606	\$105,420
3 - 4		\$106,918	\$106,606	\$105,420
4 - 5		\$106,918	\$106,606	\$105,420
5 - 6		\$106,918	\$106,606	\$105,420
6+		\$106,918	\$106,606	\$105,420

43 (3) Effective April first, two thousand twenty, members assigned to
 44 the bureau of criminal investigation as investigators and investigative
 45 specialists appointed to the bureau by the superintendent, shall receive
 46 a basic annual salary pursuant to the following schedule:

		New York City	Orange	
	Hired on	Nassau	Rockland	Putnam
	Or After	Suffolk	Westchester	Dutchess
YOS	10/1/19			All Other
0 - 1	\$102,000	\$109,056	\$108,738	\$107,528
1 - 2	\$105,000	\$109,056	\$108,738	\$107,528
2 - 3		\$109,056	\$108,738	\$107,528
3 - 4		\$109,056	\$108,738	\$107,528

1	<u>4 - 5</u>	<u>\$109,056</u>	<u>\$108,738</u>	<u>\$107,528</u>	<u>\$107,301</u>
2	<u>5 - 6</u>	<u>\$109,056</u>	<u>\$108,738</u>	<u>\$107,528</u>	<u>\$107,301</u>
3	<u>6+</u>	<u>\$110,090</u>	<u>\$109,773</u>	<u>\$108,560</u>	<u>\$108,334</u>

4 (4) Effective April first, two thousand twenty-one, members assigned
5 to the bureau of criminal investigation as investigators and investi-
6 gative specialists appointed to the bureau by the superintendent, shall
7 receive a basic annual salary pursuant to the following schedule:

8			<u>New York</u>		
9		<u>Hired on</u>	<u>City</u>	<u>Orange</u>	
10		<u>Or After</u>	<u>Rockland</u>	<u>Putnam</u>	
11	<u>YOS</u>	<u>10/1/19</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
12	<u>0 - 1</u>	<u>\$104,040</u>	<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
13	<u>1 - 2</u>	<u>\$107,100</u>	<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
14	<u>2 - 3</u>		<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
15	<u>3 - 4</u>		<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
16	<u>4 - 5</u>		<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
17	<u>5 - 6</u>		<u>\$111,237</u>	<u>\$109,913</u>	<u>\$109,447</u>
18	<u>6+</u>		<u>\$112,292</u>	<u>\$111,968</u>	<u>\$110,731</u>

19 (5) Effective April first, two thousand twenty-two, members assigned
20 to the bureau of criminal investigation as investigators and investi-
21 gative specialists appointed to the bureau by the superintendent, shall
22 receive a basic annual salary pursuant to the following schedule:

23			<u>New York City</u>	<u>Orange</u>	
24		<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
25	<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
26	<u>0 - 1</u>	<u>\$106,121</u>	<u>\$106,121</u>	<u>\$106,121</u>	<u>\$106,121</u>
27	<u>1 - 2</u>	<u>\$109,242</u>	<u>\$109,242</u>	<u>\$109,242</u>	<u>\$109,242</u>
28	<u>2 - 3</u>	<u>\$113,462</u>	<u>\$113,131</u>	<u>\$111,873</u>	<u>\$111,636</u>
29	<u>3 - 4</u>	<u>\$113,462</u>	<u>\$113,131</u>	<u>\$111,873</u>	<u>\$111,636</u>
30	<u>4 - 5</u>	<u>\$113,462</u>	<u>\$113,131</u>	<u>\$111,873</u>	<u>\$111,636</u>
31	<u>5 - 6</u>	<u>\$113,462</u>	<u>\$113,131</u>	<u>\$111,873</u>	<u>\$111,636</u>
32	<u>6+</u>	<u>\$114,538</u>	<u>\$114,207</u>	<u>\$112,946</u>	<u>\$112,711</u>

33 (6) Effective April first, two thousand eighteen, members assigned to
34 the bureau of criminal investigation as senior investigators appointed
35 to the bureau by the superintendent, shall receive a basic annual salary
36 pursuant to the following schedule:

37			<u>New York City</u>	<u>Orange</u>	
38		<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
39	<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
40	<u>0 - 1</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
41	<u>1 - 2</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
42	<u>2 - 3</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
43	<u>3 - 4</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
44	<u>4 - 5</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
45	<u>5 - 6</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>
46	<u>6+</u>	<u>\$116,061</u>	<u>\$115,755</u>	<u>\$114,590</u>	<u>\$114,374</u>

47 (7) Effective April first, two thousand nineteen, members assigned to
48 the bureau of criminal investigation as senior investigators appointed
49 to the bureau by the superintendent, shall receive a basic annual salary
50 pursuant to the following schedule:

		<u>New York City</u>	<u>Orange</u>	
	<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
<u>0 - 1</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>1 - 2</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>2 - 3</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>3 - 4</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>4 - 5</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>5 - 6</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>
<u>6+</u>	<u>\$118,382</u>	<u>\$118,070</u>	<u>\$116,882</u>	<u>\$116,661</u>

(8) Effective April first, two thousand twenty, members assigned to the bureau of criminal investigation as senior investigators appointed to the bureau by the superintendent, shall receive a basic annual salary pursuant to the following schedule:

		<u>New York City</u>	<u>Orange</u>	
	<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
<u>0 - 1</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>1 - 2</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>2 - 3</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>3 - 4</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>4 - 5</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>5 - 6</u>	<u>\$120,750</u>	<u>\$120,431</u>	<u>\$119,220</u>	<u>\$118,994</u>
<u>6+</u>	<u>\$121,781</u>	<u>\$121,462</u>	<u>\$120,253</u>	<u>\$120,026</u>

(9) Effective April first, two thousand twenty-one, members assigned to the bureau of criminal investigation as senior investigators appointed to the bureau by the superintendent, shall receive a basic annual salary pursuant to the following schedule:

		<u>New York City</u>	<u>Orange</u>	
	<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
<u>0 - 1</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>1 - 2</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>2 - 3</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>3 - 4</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>4 - 5</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>5 - 6</u>	<u>\$123,165</u>	<u>\$122,840</u>	<u>\$121,604</u>	<u>\$121,374</u>
<u>6+</u>	<u>\$124,217</u>	<u>\$123,891</u>	<u>\$122,658</u>	<u>\$122,427</u>

(10) Effective April first, two thousand twenty-two, members assigned to the bureau of criminal investigation as senior investigators appointed to the bureau by the superintendent, shall receive a basic annual salary pursuant to the following schedule:

		<u>New York City</u>	<u>Orange</u>	
	<u>Nassau</u>	<u>Rockland</u>	<u>Putnam</u>	
<u>YOS</u>	<u>Suffolk</u>	<u>Westchester</u>	<u>Dutchess</u>	<u>All Other</u>
<u>0 - 1</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>1 - 2</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>2 - 3</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>3 - 4</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>4 - 5</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>5 - 6</u>	<u>\$125,628</u>	<u>\$125,297</u>	<u>\$124,036</u>	<u>\$123,801</u>
<u>6+</u>	<u>\$126,701</u>	<u>\$126,369</u>	<u>\$125,111</u>	<u>\$124,876</u>

(11) With respect to subparagraphs one, two, three, four, five, six, seven, eight, nine and ten of this paragraph, members assigned to the bureau of criminal investigation as investigators, investigative specialists and senior investigators appointed to the bureau by the superintendent shall be paid a basic annual salary consistent with their years of service in the bureau and their 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 Orange, Putnam, Dutchess, Rockland, Westchester, Nassau, or Suffolk, except that: (a) With respect to subparagraphs two, three, and four of this paragraph, members assigned to the bureau of criminal investigation as investigators and investigative specialists appointed to the bureau by the superintendent on or after October first, two thousand nineteen shall be paid a basic annual salary consistent with their years of service in the bureau corresponding to the column titled "Hired on or after 10/1/19". When such member completes one year of service, such member shall move to the next basic annual salary consistent with their years of service in the bureau corresponding to the column titled "Hired on or after 10/1/19". When such member completes two years of service, such member shall move to the next basic annual salary corresponding to their years of service within the bureau and their 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 Orange, Putnam, Dutchess, Rockland, Westchester, Nassau, or Suffolk; and (b) With respect to subparagraphs two, three, four and five of this paragraph, members assigned to the bureau of criminal investigation as investigators and investigative specialists appointed to the bureau by the superintendent before October first, two thousand nineteen shall be paid a basic annual salary consistent with their years of service in the bureau and their 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 Orange, Putnam, Dutchess, Rockland, Westchester, Nassau, or Suffolk. When such member completes a year of service, such member shall move to the basic annual salary consistent with their years of service in the bureau and their 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 Orange, Putnam, Dutchess, Rockland, Westchester, Nassau, or Suffolk.

(12) When any member assigned to the bureau of criminal investigation completes a year of service entitling them to move to a higher salary, they shall be paid the higher salary at the start of the pay period immediately following their completion of the required years of service in the bureau that entitles them to the next higher salary.

§ 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 eighteen, for payments to be made on April first, two thousand eighteen, and on the payroll on March first, two thousand nineteen, for payments to be made on April first, two thousand nineteen and on the payroll on March first, two thousand twenty, for payments to be made on April first, two thousand twenty and on the payroll on March first, two thousand twenty-one, for payments to be made on April first, two thousand twenty-one and on the payroll on March first, two thousand twenty-two, for payments to be made on April first, two thousand twenty-two. The amount, which will be determined pursuant to this section, for employees who are paid from special or administrative funds, other than the general fund or the capital projects fund of the state, will be paid from the appropriations as provided by law, in which case the state comptroller shall establish procedures to ensure repayment from said special or administrative funds. The director shall enter into an agreement with an employee organization, which sets forth the specific terms and conditions for the transmittal of monies pursuant to this section.

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

2. In addition to the compensation provided in subdivision one of this section, members of the collective negotiating unit consisting of investigators, senior investigators and investigative specialists in the division of state police, on the payroll on November first of each year, shall receive holiday compensation as follows:

<u>April 1, 2018</u>	<u>\$1,646</u>
<u>April 1, 2019</u>	<u>\$1,679</u>
<u>April 1, 2020</u>	<u>\$1,713</u>
<u>April 1, 2021</u>	<u>\$1,747</u>
<u>April 1, 2022</u>	<u>\$1,782</u>

Such payments shall be in addition to, and shall not be part of, the member's annual basic salary, except for the purpose of retirement, and shall be made in a separate check during the payroll period which includes December first each year.

§ 4. Health benefits committee. 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, during the period April 1, 2018 through March 31, 2023, there shall continue to be a committee on health benefits funded in the following amounts:

April 1, 2018 - March 31, 2019	\$5,466
April 1, 2019 - March 31, 2020	\$5,575
April 1, 2020 - March 31, 2021	\$5,687
April 1, 2021 - March 31, 2022	\$5,801
April 1, 2022 - March 31, 2023	\$5,917

One-half of this amount in each year shall be made available to the state and one-half shall be made available to the employee organization representing such unit.

§ 5. Maintenance allowance. (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, each member of such unit shall receive a maintenance allowance as follows:

April 1, 2018	\$3,389
April 1, 2019	\$3,457
April 1, 2020	\$3,526
April 1, 2021	\$3,597
April 1, 2022	\$3,669

(b) Such maintenance allowance shall be paid on an annualized basis in regular bi-weekly paychecks. 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 retirement.

§ 6. Expertise pay. (a) Notwithstanding any other provision of law to the contrary, 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 in such collective negotiating unit shall receive expertise pay as follows:

April 1, 2018	\$2,450
April 1, 2019	\$3,734
April 1, 2020	\$4,234
April 1, 2021	\$4,484
April 1, 2022	\$4,734

(b) Such expertise pay shall be payable to those unit members on the payroll on November 1 of each year during the pay period that includes December 1. 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.

§ 7. Professional development and training funds. 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, during the period April 1, 2018 through March 31, 2023, there shall continue to be a professional development and quality of working life committee funded in the following amounts from which the tuition reimbursement program, the master's program, and the employee assistance program shall be supported:

April 1, 2018 to March 31, 2019	\$89,540
April 1, 2019 to March 31, 2020	\$91,331
April 1, 2020 to March 31, 2021	\$93,158
April 1, 2021 to March 31, 2022	\$95,021
April 1, 2022 to March 31, 2023	\$96,921

§ 8. Expanded duty 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

1 consisting of investigators, senior investigators, and investigative
2 specialists in the division of state police, the annual payment for
3 expanded duty pay shall continue to be \$8,702. Effective April 1, 2020,
4 this amount shall be \$8,876. Effective April 1, 2021, the amount shall
5 be \$9,054. Effective April 1, 2022, this amount shall be \$9,235.

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

13 § 9. Supervisory responsibility pay. (a) Pursuant to the terms of an
14 agreement negotiated between the executive branch of the state of New
15 York and the employee organization representing the collective negotiat-
16 ing unit consisting of investigators, senior investigators, and investi-
17 gative specialists in the division of state police, effective March 31,
18 2005, certain members shall continue to receive additional compensation,
19 as prescribed in the interest arbitration award dated February 4, 2005
20 as modified by such agreement, when designated by the division of state
21 police to work as a "unit coordinator", "acting senior investigator", or
22 "acting administrative senior investigator".

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

29 § 10. Location compensation. (a) Notwithstanding any other provision
30 of law to the contrary, members in the collective negotiating unit
31 consisting of investigators, senior investigators, and investigative
32 specialists in the division of state police whose principal place of
33 employment or, in the case of a field employee, whose official station,
34 as determined in accordance with the regulations of the state comp-
35 troller, is located in the county of Monroe, who were on the payroll on
36 March 31, 1985, and who have received this location compensation contin-
37 ually since then, shall continue to receive location pay at the rate of
38 \$200 per year; provided that each such member continues to be otherwise
39 eligible.

40 (b) Pursuant to the terms of an agreement negotiated between the exec-
41 utive branch of the state of New York and the employee organization
42 representing the collective negotiating unit consisting of investi-
43 gators, senior investigators, and investigative specialists in the divi-
44 sion of state police, members of such unit whose principal place of
45 employment or, in the case of a field employee, whose official station,
46 as determined in accordance with the regulations of the state comp-
47 troller, is located in the city of New York or in the counties of Rock-
48 land, Westchester, Nassau, or Suffolk shall continue to receive location
49 pay effective April 1, 2010 in the amount of \$1,536. Such rate shall be
50 increased as follows: to \$1,686 effective April 1, 2019; to \$1,720
51 effective April 1, 2020; and to \$1,754 effective April 1, 2021. Notwith-
52 standing any other provision of law to the contrary, pursuant to the
53 terms of the agreement negotiated between the state and the employee
54 organization representing the collective negotiating unit consisting of
55 investigators, senior investigators, and investigative specialists in
56 the division of state police, members in this collective negotiating

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 county of Orange, Putnam or Dutchess shall receive location pay at the rate of \$1,754 effective April 1, 2022.

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

§ 11. Supplemental location 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, 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 county of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau, or Suffolk shall continue to receive supplemental location pay, in addition to the location pay provided in section ten of this act, as follows:

Effective Date	April 1, 2018	April 1, 2019	April 1, 2020	April 1, 2021	April 1, 2022
Orange/Putnam/ Dutchess	\$1,280	\$1,280	\$1,306	\$1,332	\$1,332
NYC/Rockland/ Westchester	\$1,918	\$1,918	\$1,956	\$1,995	\$2,330
Nassau/Suffolk	\$2,239	\$2,239	\$2,284	\$2,330	\$2,330

(b) Such supplemental location pay 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 the member may be entitled; provided, however, that supplemental location pay shall be included as compensation for the purposes of computation of overtime pay and retirement.

§ 12. (a) Notwithstanding any other provision of law to the contrary, 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 in such collective negotiating unit shall, upon reaching eight years of service in the division, receive seniority pay as follows:

April 1, 2020	\$1,200
April 1, 2021	\$1,519

(b) Such seniority pay 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 the member may be entitled; provided, however, that seniority pay shall be included as compensation for the purposes of computation of overtime pay and retirement.

§ 13. Unused sick leave at retirement. 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 shall continue to receive a lump sum cash payment for accumulated and unused sick leave credits standing to the employee's credit at the time of separation from service by retirement. The amount of such payment shall be determined in the following manner:

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

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

(c) Such additional 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 the member may be entitled; provided, however, that such additional compensation shall be included as compensation for retirement purposes.

§ 14. Lump sum payment. Each member of this unit shall receive a lump sum payment in the amount of a .5% increase on a member's basic annual salary for the period April 7, 2016 to April 5, 2017, and a .5% increase on a member's basic annual salary for the period April 6, 2017 to April 4, 2018 (inclusive of the .5% increase for the period April 7, 2016 to April 5, 2017). Members who were not on the payroll for this entire period shall receive a pro-rata lump sum payment for the period of time such member was on the payroll during the period April 7, 2016 to April 4, 2018. 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 overtime and retirement purposes.

§ 15. Recognized degree 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, members of such unit who possess or obtain a recognized degree from an accredited and recognized college or university on or after April 1, 2001, shall continue to receive a lump sum payment of \$250 for an associate degree, \$500 for a bachelor's degree, and \$750 for a graduate degree. Payment for such degree shall occur annually in June of each year, and shall be for one degree only. When such degree is obtained in a fiscal year, such payment shall be made as soon as practicable after conferral of the degree.

(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 retirement purposes.

§ 16. Short swings. Notwithstanding any provision of law to the contrary, 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 September 1, 2016, members of this unit

1 who are required to work short swings shall receive compensation of
2 thirty dollars (\$30) for each short swing they are required to work and
3 actually work. There shall be no short swing compensation where the
4 short swing is worked at the request of, or for the convenience of the
5 member, as determined by the division of state police. The definition of
6 short swing shall be when there are eight hours or less between the
7 scheduled end time of a Member's tour of duty and the start time of the
8 next scheduled tour of duty. Such compensation shall not be payable if
9 such member's hours of work continue from the end time of the Member's
10 tour of duty to the commencement of the start time of the next scheduled
11 tour of duty without interruption.

12 § 17. Notwithstanding any provision of law to the contrary, pursuant
13 to the terms of an agreement negotiated between the executive branch of
14 the state of New York and the employee organization representing the
15 collective negotiating unit consisting of investigators, senior investi-
16 gators, and investigative specialists in the division of state police,
17 members of such unit shall receive recall overtime only in accordance
18 with the terms of the collective bargaining agreement.

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

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

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

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

5 § 21. Deferred payment of salary increase. Notwithstanding the
6 provisions of any other section of this act or of any other provision of
7 law to the contrary, pending payment pursuant to this act of the basic
8 annual salaries of incumbents of positions subject to this act, such
9 incumbents shall receive, as partial compensation for services rendered,
10 the rate of compensation otherwise payable in their respective posi-
11 tions. An incumbent holding a position subject to this act at any time
12 during the period from the effective dates of the salary increases
13 provided for in this act until the time when basic annual salaries are
14 first paid pursuant to this act for such services in excess of the
15 compensation actually received therefor, shall be entitled to a lump sum
16 payment for the difference between the salary to which such incumbent is
17 entitled for such service and the compensation actually received there-
18 for. Such lump sum payment shall be made as soon as practicable. Any
19 amount payable in such lump sum paid represents compensation earned in
20 each of the year or years for which it is calculated pursuant to this
21 act and not as compensation earned wholly in the year during which the
22 lump sum is paid. Notwithstanding any law, rule or regulation to the
23 contrary, no member of the unit consisting of investigators, senior
24 investigators, and investigative specialists in the division of state
25 police to whom the provisions of this act apply shall be entitled to, or
26 owed, any interest or other penalty for any reason on any monies due to
27 such member pursuant to the terms of the agreement covering employees in
28 the unit consisting of investigators, senior investigators, and investi-
29 gative specialists in the division of state police.

30 § 22. Use of appropriations. Notwithstanding any provision of the
31 state finance law or any other provision of law to the contrary,
32 commencing April 1, 2019, the state comptroller is authorized to pay any
33 amounts required by the provisions of this act to any state department
34 or agency from any appropriation or other funds available to such state
35 department or agency for personal service, nonpersonal service and
36 fringe benefits. To the extent that such appropriations are insufficient
37 in any fund to accomplish the purposes herein set forth, the director of
38 the budget is authorized to allocate to the various departments and
39 agencies, from any appropriations available in any fund, the amounts
40 necessary to pay such amounts. The aforementioned appropriations shall
41 be available for payment of any liabilities or obligations incurred
42 during the period April 1, 2018 to March 31, 2020.

43 § 23. Notwithstanding any provision of the state finance law or any
44 other provision of law to the contrary, the sum of \$15,620,000 is hereby
45 appropriated in the general fund/state purposes account (10050) in
46 miscellaneous-all state departments and agencies solely for
47 apportionment/transfer by the director of the budget for use by any
48 state department or agency in any fund during the period April 1, 2018
49 through March 31, 2020 to supplement appropriations for personal
50 service, nonpersonal service and fringe benefits, and to carry out the
51 provisions of this act. No money shall be available for expenditure from
52 this appropriation until a certificate of approval has been issued by
53 the director of the budget and a copy of such certificate or any amend-
54 ment thereto has been filed with the state comptroller, the chair of the
55 senate finance committee and the chair of the assembly ways and means
56 committee. The monies hereby appropriated are available for payment of

any liabilities or obligations incurred during the period April 1, 2018 through March 31, 2020. For this purpose, the monies appropriated shall remain in full force and effect for the payment of liabilities incurred on or before March 31, 2020.

§ 24. Notwithstanding any provision of law to the contrary, the several amounts as hereinafter set forth, or so much thereof as may be necessary, are hereby appropriated from the fund so designated for use by any state department or agency during the period April 1, 2018 through March 31, 2020 to supplement appropriations from each respective fund available for nonpersonal service and fringe benefits, and to carry out the provisions of this act. The monies hereby appropriated are available for the payment of any liabilities or obligations incurred during the period April 1, 2018 through March 31, 2020. No money shall be available for expenditure from the monies appropriated until a certificate of approval has been issued by the director of the budget and a copy of such certificate or any amendment thereto has been filed with the state comptroller, the chair of the senate finance committee and the chair of the assembly ways and means committee.

MISCELLANEOUS -- ALL STATE DEPARTMENTS AND AGENCIES

SPECIAL PAY BILLS

General Fund / State Operations
State Purposes Account - 10050

NONPERSONAL SERVICE

Health Benefits Committee	12,000
Professional Development Fund	182,000
Employee Benefit Fund	1,040,000
Contract Administration	50,000

§ 25. 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, 2018; provided that the secretary of state shall notify the legislative bill drafting commission upon the occurrence of the certification by the director of employee relations that such collective bargaining agreement is in effect in order that the commission may maintain an accurate and timely effective data base of the official text of the laws of the state of New York in furtherance of effectuating the provisions of section 44 of the legislative law and section 70-b of the public officers law. Appropriations made by this act shall remain in full force and effect for liabilities incurred through March 31, 2020.

REPEAL NOTE. -- Paragraph a of subdivision 3 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, senior investigators and investigative specialists in the division of state police and is replaced by revised salary schedules in a new paragraph a of such subdi-

vision 3 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, senior investigators and investigative specialists 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.

PART B

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF NEW YORK AND THE COMMUNICATIONS WORKERS OF AMERICA LOCAL 1104/GRADUATE STUDENT EMPLOYEES UNION FOR 2019-2023

Section 1. Adjustment to stipends of certain incumbents in the state university of New York. (a) The stipend as of academic year 2019-2020 for an incumbent of a position in the state university of New York in the collective negotiating unit designated as the state university graduate student negotiating unit in the state university of New York established pursuant to article 14 of the civil service law, on September 30, 2019, shall be increased by two percent adjusted to the nearest whole dollar, commencing the beginning of the payroll period the first day of which is nearest to October 1, 2019. "Incumbent," as referenced in this subdivision, shall be defined as members of the state university graduate student negotiating unit established pursuant to article 14 of the civil service law who were employed by the state university of New York on the effective date of the increase and at the time of payment.

(b) The stipend as of academic year 2020-2021 for an incumbent of a position in the state university of New York in the collective negotiating unit designated as the state university graduate student negotiating unit in the state university of New York established pursuant to article 14 of the civil service law, on September 30, 2020, shall be increased by two percent adjusted to the nearest whole dollar, commencing the beginning of the payroll period the first day of which is nearest to October 1, 2020. "Incumbent," as referenced in this subdivision, shall be defined as members of the state university graduate student negotiating unit established pursuant to article 14 of the civil service law who were employed by the state university of New York on the effective date of the increase and at the time of payment.

(c) The stipend as of academic year 2021-2022 for an incumbent of a position in the state university of New York in the collective negotiating unit designated as the state university graduate student negotiating unit in the state university of New York established pursuant to article 14 of the civil service law, on September 30, 2021, shall be increased by two percent adjusted to the nearest whole dollar, commencing the beginning of the payroll period the first day of which is nearest to October 1, 2021. "Incumbent," as referenced in this subdivision, shall

1 be defined as members of the state university graduate student negotiat-
2 ing unit established pursuant to article 14 of the civil service law who
3 were employed by the state university of New York on the effective date
4 of the increase and at the time of payment.

5 (d) The stipend as of academic year 2022-2023 for an incumbent of a
6 position in the state university of New York in the collective negotiat-
7 ing unit designated as the state university graduate student negotiating
8 unit in the state university of New York established pursuant to article
9 14 of the civil service law, on September 30, 2022, shall be increased
10 by two percent adjusted to the nearest whole dollar, commencing the
11 beginning of the payroll period the first day of which is nearest to
12 October 1, 2022. "Incumbent," as referenced in this subdivision, shall
13 be defined as members of the state university graduate student negotiat-
14 ing unit established pursuant to article 14 of the civil service law who
15 were employed by the state university of New York on the effective date
16 of the increase and at the time of payment.

17 (e) (i) This subdivision shall apply to employees in the collective
18 negotiating unit designated as the state university graduate student
19 negotiating unit in the state university of New York established pursu-
20 ant to article 14 of the civil service law.

21 (ii) The minimum stipend for academic year 2019-2020 shall increase by
22 two percent to \$10,158 annually for employees on full assistantships at
23 university center campuses effective concurrent with the effective date
24 of the increase in subdivision (a) of this section commencing the begin-
25 ning of the payroll period the first day of which is nearest to October
26 1, 2019.

27 (iii) The minimum stipend for academic year 2020-2021 shall increase
28 by two percent to \$10,361 annually for employees on full assistantships
29 at university center campuses effective concurrent with the effective
30 date of the increase in subdivision (b) of this section commencing the
31 beginning of the payroll period the first day of which is nearest to
32 October 1, 2020.

33 (iv) The minimum stipend for academic year 2021-2022 shall increase by
34 two percent to be \$10,568 annually for employees on full assistantships
35 at university center campuses effective concurrent with the effective
36 date of the increase in subdivision (c) of this section commencing the
37 beginning of the payroll period the first day of which is nearest to
38 October 1, 2021.

39 (v) The minimum stipend for academic year 2022-2023 shall increase by
40 two percent to be \$10,779 annually for employees on full assistantships
41 at university center campuses effective concurrent with the effective
42 date of the increase in subdivision (d) of this section commencing the
43 beginning of the payroll period the first day of which is nearest to
44 October 1, 2022.

45 (vi) Nothing herein shall prevent the state university of New York, in
46 its discretion, from increasing amounts paid to an incumbent of a posi-
47 tion of the state university graduate student negotiating unit in the
48 state university of New York established pursuant to article 14 of the
49 civil service law in addition to the minimum stipend provided, however,
50 that the amounts required for such other increases and the cost of
51 fringe benefits attributable to such other increases, as determined by
52 the comptroller, are made available to the state in accordance with
53 procedures established by the state university of New York.

54 (f) Notwithstanding any of the foregoing provisions of this section,
55 any increase in compensation or lump sum payment may be withheld in
56 whole or in part from any employee to whom the provisions of this

1 section are applicable when, in the opinion of the chancellor of the
2 state university of New York, the director of the budget, and the direc-
3 tor of the governor's office of employee relations, such increase is not
4 warranted or is not appropriate.

5 § 2. Doctoral program recruitment and retention enhancement fund.
6 There is hereby continued, within the state university of New York, a
7 doctoral program recruitment and retention enhancement fund from the
8 amounts appropriated herein. Such fund shall be used to enhance employee
9 compensation for the purpose of recruitment and retention of new and
10 existing doctoral students in selected programs. The specific doctoral
11 programs eligible for enhanced compensation pursuant to this section
12 shall be at the discretion of the state university of New York. Pursuant
13 to the terms of the collective bargaining agreement, funds will be allo-
14 cated for these purposes upon mutual agreement of the parties from
15 available appropriations. To be eligible for such payment, an employee
16 must be employed on or after July 2, 2019 and at the time of payment.
17 This program shall expire July 1, 2023.

18 § 3. Comprehensive college graduate program recruitment and retention
19 fund. There is hereby continued, within the state university of New
20 York, a comprehensive college graduate program recruitment and retention
21 fund from the amounts appropriated herein. Such fund shall be used to
22 enhance employee compensation for the purpose of recruitment and
23 retention of new and existing graduate students in selected degree
24 programs. The specific graduate degree programs eligible for enhanced
25 compensation pursuant to this section shall be at the discretion of the
26 state university of New York. Pursuant to the terms of the collective
27 bargaining agreement, funds will be allocated for these purposes upon
28 mutual agreement of the parties from available appropriations. To be
29 eligible for such payment, an employee must be employed on or after July
30 2, 2019 and at the time of payment. This program shall expire July 1,
31 2023.

32 § 4. Fee mitigation fund. There is hereby continued, within the state
33 university of New York, a fee mitigation fund from the amounts appropri-
34 ated herein. Such fund shall be used for the purpose of funding the cost
35 of various fees, including but not limited to technology fees. Pursuant
36 to the terms of the collective bargaining agreement, funds will be allo-
37 cated for these purposes upon mutual agreement of the parties from
38 available appropriations. To be eligible for such payment, an employee
39 must be employed on or after July 2, 2019 and at the time of payment.
40 This program shall expire July 1, 2023.

41 § 5. Downstate location fund. There is hereby continued, within the
42 state university of New York, a downstate location fund from the amounts
43 appropriated herein. Such fund shall be used for the purpose of funding
44 location adjustments in the downstate area for employees whose work site
45 is New York City, Suffolk, Nassau, Rockland, Westchester, Dutchess,
46 Putnam or Orange counties. The specific location adjustments funded
47 pursuant to this section shall be at the discretion of the state univer-
48 sity of New York. Pursuant to the terms of the collective bargaining
49 agreement, funds will be allocated for these purposes upon mutual agree-
50 ment of the parties from available appropriations. To be eligible for
51 such payment, an employee must be employed on or after July 2, 2019 and
52 at the time of payment. This program shall expire July 1, 2023.

53 § 6. Joint labor management advisory board. Pursuant to the terms of
54 an agreement negotiated between the state and the employee organization
55 representing employees in the collective negotiating unit designated as
56 the state university graduate student negotiating unit in the state

1 university of New York established pursuant to article 14 of the civil
2 service law, there shall be continued a joint labor management advisory
3 board to study and make recommendations concerning issues of work-life
4 services programs and implement agreements that may be entered into
5 between the state and such employee organization concerning such issues.

6 § 7. Work-life services and pre-tax programs. Pursuant to the terms of
7 an agreement negotiated between the state and the employee organization
8 representing the collective negotiating unit designated as the state
9 university graduate student negotiating unit in the state university of
10 New York established pursuant to article 14 of the civil service law,
11 there shall be continued work-life services and pre-tax programs to be
12 administered in accordance with such agreement within the appropriations
13 made available therefor. Pursuant to the terms of the collective
14 bargaining agreement, funds will be allocated for these purposes upon
15 mutual agreement of the parties from available appropriations. These
16 programs shall expire July 1, 2023.

17 § 8. Professional development committee. Pursuant to the terms of an
18 agreement negotiated between the state and the employee organization
19 representing the collective negotiating unit designated as the state
20 university graduate student negotiating unit in the state university of
21 New York established pursuant to article 14 of the civil service law,
22 there shall be continued a professional development committee to review,
23 make recommendations and implement programs for professional develop-
24 ment. Such program shall be administered in accordance with such agree-
25 ment within the appropriations made available therefor. Pursuant to the
26 terms of the collective bargaining agreement, funds will be allocated
27 for these purposes upon mutual agreement of the parties from available
28 appropriations. This program shall expire July 1, 2023.

29 § 9. Notwithstanding any provision of law to the contrary, the appro-
30 priations contained in this act shall be available to the state for the
31 payment of grievance and arbitration settlements and awards provided for
32 in the collective negotiating agreement between the state and employee
33 organization representing the collective negotiating unit designated as
34 the state university graduate student negotiating unit in the state
35 university of New York established pursuant to article 14 of the civil
36 service law.

37 § 10. Accidental death benefit. Pursuant to the terms of an agreement
38 negotiated between the state and the employee organization representing
39 the collective negotiating unit designated as the state university grad-
40 uate student negotiating unit in the state university of New York estab-
41 lished pursuant to article 14 of the civil service law, there shall
42 continue to be a death benefit in the amount of fifty thousand dollars,
43 in the event an employee dies on or after July 2, 2007 as the result of
44 an accidental on-the-job injury and a death benefit is paid pursuant to
45 the workers' compensation law, payable by the state to the employee's
46 surviving spouse and children to whom the workers' compensation acci-
47 dental death benefit is paid, or to the employee's estate, and in the
48 same proportion as the workers' compensation accidental death benefit is
49 paid. Such program shall be administered in accordance with such agree-
50 ment within the appropriations made available therefor.

51 § 11. Stipend increases and benefit modifications. The stipend
52 increases and benefit modifications provided for by this act for state
53 employees and any incumbent, as defined by section one of this act, in
54 the collective negotiating unit designated as the state university grad-
55 uate student negotiating unit in the state university of New York estab-
56 lished pursuant to article 14 of the civil service law shall not be

1 implemented until the director of the governor's office of employee
2 relations has delivered to the director of the budget and the comp-
3 troller a letter certifying that there is in effect with respect to such
4 negotiating unit a collective negotiating agreement which provides for
5 such increases and modifications and which is ratified and fully
6 executed in writing with the state pursuant to article 14 of the civil
7 service law.

8 § 12. Date of entitlement to stipend increase. Notwithstanding the
9 provisions of this act or of any other provision of law to the contrary,
10 the stipend increase of any incumbent, as defined by section one of this
11 act, of the collective negotiating unit designated as the state univer-
12 sity graduate student negotiating unit in the state university of New
13 York established pursuant to article 14 of the civil service law, as
14 provided by this act, shall be added to the stipend of such incumbent at
15 the beginning of the payroll period the first day of which is nearest to
16 the effective date of such increase as provided in this act, or at the
17 beginning of the earlier of two payroll periods the first days of which
18 are nearest but equally near to the effective date of such increase as
19 provided in this act; provided, however, that for the purposes of deter-
20 mining the stipend of such employee upon reclassification, reallocation,
21 appointment, promotion, transfer, demotion, reinstatement or other
22 change of status, such stipend increase shall be deemed to be effective
23 on the date thereof as prescribed by this act, and the payment thereof
24 pursuant to this section on a date prior thereto, instead of on such
25 effective date, shall not operate to confer any additional compensation
26 rights or benefits on such employee. Payment of such stipend increase
27 may be deferred pursuant to section thirteen of this act.

28 § 13. Deferred payment of stipend increase. Notwithstanding the
29 provisions of this act, or of any other provision of law to the contra-
30 ry, pending payment of stipends pursuant to this act for any incumbent,
31 as defined by section one of this act, of positions subject to this act,
32 such incumbent shall receive, as partial compensation for services
33 rendered, the stipends otherwise payable in their respective position.
34 An incumbent, as defined by section one of this act, holding a position
35 subject to this act at any time during the period from July 2, 2019,
36 until the time when stipend increases are first paid pursuant to this
37 act for such services in excess of the compensation actually received
38 therefor, shall be entitled to a lump sum payment for the difference
39 between the stipend to which such incumbent is entitled for such service
40 and the stipend actually received therefor. Such lump sum payment shall
41 be made as soon as practicable.

42 § 14. Use of appropriations. Notwithstanding any provision of the
43 state finance law or any other provision of law to the contrary,
44 commencing July 2, 2019, the state comptroller is authorized to pay any
45 amounts required by the provisions of this act to any state department
46 or agency from any appropriation or other funds available to such state
47 department or agency for personal service, nonpersonal service and
48 fringe benefits. To the extent that such appropriations are insufficient
49 in any fund to accomplish the purposes herein set forth, the director of
50 the budget is authorized to allocate to the various departments and
51 agencies, from any appropriations available in any fund, the amounts
52 necessary to make such payments. The aforementioned appropriations shall
53 be available for payment of any liabilities or obligations incurred
54 during the period July 2, 2019 to July 1, 2020.

55 § 15. Notwithstanding any provision of the state finance law or any
56 other provision of law to the contrary, the sum of \$2,903,000 is hereby

1 appropriated in the general fund/state purposes account (10050) in
2 miscellaneous-all state departments and agencies solely for
3 apportionment/transfer by the director of the budget for use by any
4 state department or agency in any fund during the period July 2, 2019
5 through July 1, 2020 to supplement appropriations for personal service,
6 nonpersonal service and fringe benefits, and to carry out the provisions
7 of this act. No money shall be available for expenditure from this
8 appropriation until a certificate of approval has been issued by the
9 director of the budget and a copy of such certificate or any amendment
10 thereto has been filed with the state comptroller, the chair of the
11 senate finance committee and the chair of the assembly ways and means
12 committee. The monies hereby appropriated are available for payment of
13 any liabilities or obligations incurred during the period July 2, 2019
14 to July 1, 2020. For this purpose, these appropriations shall remain in
15 full force and effect for the payment of liabilities incurred on or
16 before July 1, 2020.

17 § 16. Notwithstanding any provision of law to the contrary, the
18 several amounts as hereinafter set forth, or so much thereof as may be
19 necessary, are hereby appropriated from the fund so designated for use
20 by any state department or agency during the period July 2, 2019 through
21 July 1, 2020 to supplement appropriations from each respective fund
22 available for nonpersonal service and fringe benefits, and to carry out
23 the provisions of this act. The monies hereby appropriated are available
24 for the payment of any liabilities or obligations incurred during the
25 period July 2, 2019 through July 1, 2020. No money shall be available
26 for expenditure from the monies appropriated until a certificate of
27 approval has been issued by the director of the budget and a copy of
28 such certificate or any amendment thereto has been filed with the state
29 comptroller, the chair of the senate finance committee and the chair of
30 the assembly ways and means committee.

31 ALL STATE DEPARTMENTS AND AGENCIES

32 General Fund / State Operations
33 State Purposes Account - 10050

34 MAINTENANCE UNDISTRIBUTED

35 Doctoral Program Recruitment and Retention
36 Enhancement Fund, Comprehensive College Gradu-
37 ate Program Recruitment and Retention Fund,
38 Fee Mitigation Fund, Downstate Location Fund,
39 Statewide Professional Development Committee,
40 Pre-Tax and Work-Life Services Programs \$2,280,000

41 § 17. Compensation for certain state employees in the state university
42 that are designated, stipulated, or excluded from negotiating units as
43 managerial or confidential pursuant to article 14 of the civil service
44 law and certain employees of contract colleges at Cornell and Alfred
45 Universities.

46 1. The provisions of this subdivision shall apply only to incumbents
47 of positions in bargaining unit 13 in the professional service of the
48 state university that are designated, stipulated or excluded from nego-
49 tiating units as managerial or confidential pursuant to article 14 of
50 the civil service law.

(a) For each of the years 2019 and 2020, there shall be available an amount equal to one-half of 1 percent (0.5%) of the total of the basic annual salaries on June 30 of each such year of incumbents to whom the provisions of this subdivision apply, for distribution to such incumbents on the payroll on June 30 of each such year and at the time of payment by the state university trustees in their discretion, and subject to the approval of the chancellor and the director of the budget. Additionally, for each of the years 2019 and 2020 there shall be available an amount equal to one-half of 1 percent (0.5%) of the total of the basic annual salaries on June 30 of each such year of incumbents to whom the provisions of this subdivision apply, for distribution to such incumbents on the payroll on June 30 of each such year and at the time of payment by the state university trustees in their discretion, and subject to the approval of the chancellor and the Director of the Budget, to address equity, compression and inversion issues. Such distributions as described in this paragraph shall occur not later than December 31 of each year, and shall be retroactive to July 1 of such year.

2. The compensation increases in subdivision one of this section may also be provided by Cornell and Alfred universities, within available appropriations, at their discretion, and with the requisite approval of the state university trustees and the director of the budget, to incumbents of positions in the institutions under the management of Cornell and Alfred universities as representative of the board of trustees of the state university of New York that, in the opinion of the director of employee relations, would be designated managerial or confidential were they subject to article 14 of the civil service law.

§ 18. 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 designated as the state university graduate student in the state university of New York 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 July 2, 2019; provided that the secretary of the state shall notify the legislative bill drafting commission upon the occurrence of the certification by the director of employee relations that such collective bargaining agreement is in effect in order that the commission may maintain an accurate and timely effective data base of the official text of the laws of the state of New York in furtherance of effectuating the provisions of section 44 of the legislative law and section 70-b of the public officers law. Appropriations made by this act shall remain in full force and effect for liabilities incurred through July 1, 2020.

§ 2. Severability clause. If any clause, sentence, paragraph, subdivision, section or part contained in any part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part contained in any part thereof directly involved in the controversy which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein.

§ 3. This act shall take effect immediately provided, however, that the applicable effective date of Parts A and B of this act shall be as specifically set forth in the last section of such Part.