

PROGRAM BILL #6

Legislative Bill Drafting Commission
12030-03-5

S. -----
Senate

IN SENATE--Introduced by Sen

--read twice and ordered printed,
and when printed to be committed
to the Committee on

----- A.
Assembly

IN ASSEMBLY--Introduced by M. of A.

with M. of A. as co-sponsors

--read once and referred to the
Committee on

APPR

EXECLA

(Relates to the terms and conditions
of employment for members of the
collective negotiating unit consist-
ing of troopers in the division of
state police and salary schedules
for members; repealer; appropri-
ation)

Exec. troopers salary and terms

AN ACT

to amend the executive law, in
relation to the terms and conditions
of employment for members of the
collective negotiating unit consist-
ing of troopers in the division of
state police and salary schedules
for members of such unit; to amend
the state finance law, in relation

IN SENATE

Senate introducer's signature

The senators whose names are circled below wish to join me in the sponsorship
of this proposal:

| | | | | |
|-----------------|--------------|----------------|-----------------|--------------|
| s15 Addabbo | s49 Farley | s63 Keane | s40 Murphy | s10 Sanders |
| s46 Amedore | s17 Felder | s34 Klein | s54 Nozzolio | s23 Savino |
| s11 Avella | s02 Flanagan | s28 Krueger | s58 O'Mara | s41 Serino |
| s42 Bonacic | s55 Funke | s24 Lanza | s62 Ortt | s29 Serrano |
| s04 Boyle | s59 Gallivan | s39 Larkin | s60 Panepinto | s51 Seward |
| s44 Breslin | s12 Gianaris | s37 Latimer | s21 Parker | s09 Skelos |
| s38 Carlucci | s22 Golden | s01 LaValle | s13 Peralta | s26 Squadron |
| s14 Comrie | s47 Griffo | s52 Libous | s30 Perkins | s16 Stavisky |
| s03 Croci | s20 Hamilton | s45 Little | s61 Ranzenhofer | s35 Stewart- |
| s50 DeFrancisco | s06 Hannon | s05 Marcellino | s48 Ritchie | Cousins |
| s32 Diaz | s36 Hassell- | s43 Marchione | s33 Rivera | s53 Valesky |
| s18 Dilan | Thompson | s07 Martins | s56 Robach | s08 Venditto |
| s31 Espaillat | s27 Hoylman | s25 Montgomery | s19 Sampson | s57 Young |

IN ASSEMBLY

Assembly introducer's signature

The Members of the Assembly whose names are circled below wish to join me in the
multi-sponsorship of this proposal:

| | | | | |
|-------------------|------------------|------------------|-------------------|------------------|
| a049 Abbate | a053 Davila | a077 Joyner | a133 Nojay | a140 Schimminger |
| a092 Abinanti | a034 DcnDekker | a020 Kaminsky | a037 Nolan | a076 Scawright |
| a084 Arroyo | a054 Dilan | a094 Katz | a130 Oaks | a087 Sepulveda |
| a035 Aubry | a081 Dinowitz | a074 Kavanagh | a069 O'Donnell | a065 Silver |
| a120 Barclay | a147 DiPietro | a142 Kearns | a051 Ortiz | a027 Simanowitz |
| a106 Barrett | a115 Duprey | a040 Kim | a091 Otis | a052 Simon |
| a060 Barron | a004 Englebright | a131 Kolb | a132 Palmesano | a036 Simotas |
| a082 Benedetto | a109 Fahy | a105 Lalor | a002 Palumbo | a104 Skartados |
| a042 Bichotte | a071 Farrell | a013 Lavine | a088 Paulin | a099 Skoufis |
| a079 Blake | a126 Finch | a134 Lawrence | a141 Peoples- | a022 Solages |
| a117 Blankenbush | a008 Fitzpatrick | a050 Lentol | Stokes | a114 Stec |
| a062 Borelli | a124 Friend | a125 Lifton | a058 Perry | a110 Steck |
| a098 Brabence | a095 Galcf | a072 Linares | a059 Persaud | a127 Stirpe |
| a026 Braunstein | a137 Gantt | a102 Lopez | a086 Pichardo | a112 Tedisco |
| a044 Brennan | a007 Garbarino | a123 Lupardo | a089 Pretlow | a101 Tenney |
| a119 Brindisi | a148 Giglio | a010 Lupinacci | a073 Quart | a001 Thiele |
| a138 Bronson | a080 Gjonaj | a121 Magee | a019 Ra | a061 Titone |
| a046 Brook-Krasny | a066 Glick | a129 Magnarelli | a012 Raia | a031 Titus |
| a093 Buchwald | a023 Goldfeder | a064 Malliotakis | a006 Ramos | a055 Walker |
| a118 Butler | a150 Goodell | a030 Markey | a043 Richardson | a146 Walter |
| a103 Cahill | a075 Gottfried | a090 Mayer | a078 Rivera | a041 Weinstein |
| a145 Ceretto | a005 Graf | a108 McDonald | a128 Roberts | a024 Weprin |
| a033 Clark | a100 Gunther | a014 McDonough | a056 Robinson | a113 Woerner |
| a047 Colton | a139 Hawley | a017 McKevitt | a068 Rodriguez | a143 Wozniak |
| a032 Cook | a083 Heastie | a107 McLaughlin | a067 Rosenthal | a070 Wright |
| a144 Corvin | a028 Hevesi | a038 Miller | a025 Rozic | a096 Zebrowski |
| a085 Crespo | a048 Hiking | a015 Montesano | a116 Russell | a029 |
| a122 Crouch | a018 Hooper | a136 Morelle | a149 Ryan | |
| a021 Curran | a097 Jaffee | a057 Moseley | a009 Saladino | |
| a063 Cusick | a011 Jean-Pierre | a039 Moya | a111 Santabarbara | |
| a045 Cymbrowitz | a135 Johns | a003 Murray | a016 Schimel | |

1) Single House Bill (introduced and printed separately in either or
both houses). Uni-Bill (introduced simultaneously in both houses and printed
as one bill. Senate and Assembly introducer sign the same copy of the bill).

2) Circle names of co-sponsors and return to introduction clerk with 2
signed copies of bill and 4 copies of memorandum in support (single house);
or 4 signed copies of bill and 8 copies of memorandum
in support (uni-bill).

06/11/15

2

12030-03-5

to the employee benefit fund for members of such unit; making an appropriation therefor; and repealing certain provisions of the executive law relating thereto

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

1 Section 1. Subparagraphs 1, 2, 3 and 4 of paragraph a of subdivision 2
 2 of section 215 of the executive law are REPEALED and four new subpara-
 3 graphs 1, 2, 3 and 4 are added to read as follows:

4 (1) Effective April first, two thousand fourteen, members of the
 5 collective negotiating unit consisting of troopers in the division of
 6 state police shall receive a basic annual salary pursuant to the follow-
 7 ing schedule:

| | <u>Orange,</u> | <u>City of New</u> | <u>Nassau and</u> | <u>All Other</u> |
|---------------------|-------------------|------------------------|-------------------|------------------|
| | <u>Putnam and</u> | <u>York, Rockland</u> | <u>Suffolk</u> | <u>Locations</u> |
| | <u>Dutchess</u> | <u>and Westchester</u> | <u>Counties</u> | |
| | <u>Counties</u> | <u>Counties</u> | | |
| 12 <u>Trainee 1</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$51,381</u> |
| 13 <u>Trainee 2</u> | <u>\$68,447</u> | <u>\$69,533</u> | <u>\$69,817</u> | <u>\$68,243</u> |
| 14 <u>Step 1</u> | <u>\$72,887</u> | <u>\$73,974</u> | <u>\$74,260</u> | <u>\$72,686</u> |
| 15 <u>Step 2</u> | <u>\$77,326</u> | <u>\$78,413</u> | <u>\$78,699</u> | <u>\$77,124</u> |
| 16 <u>Step 3</u> | <u>\$79,984</u> | <u>\$81,071</u> | <u>\$81,356</u> | <u>\$79,781</u> |
| 17 <u>Step 4</u> | <u>\$83,136</u> | <u>\$84,221</u> | <u>\$84,507</u> | <u>\$82,931</u> |
| 18 <u>Step 5</u> | <u>\$86,637</u> | <u>\$87,723</u> | <u>\$88,008</u> | <u>\$86,434</u> |

19 (2) Effective April first, two thousand fifteen, members of the
 20 collective negotiating unit consisting of troopers in the division of
 21 state police shall receive a basic annual salary pursuant to the follow-
 22 ing schedule:

| | <u>Orange,</u> | <u>City of New</u> | <u>Nassau and</u> | <u>All Other</u> |
|---------------------|-------------------|------------------------|-------------------|------------------|
| | <u>Putnam and</u> | <u>York, Rockland</u> | <u>Suffolk</u> | <u>Locations</u> |
| | <u>Dutchess</u> | <u>and Westchester</u> | <u>Counties</u> | |
| | <u>Counties</u> | <u>Counties</u> | | |
| 27 <u>Trainee 1</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$52,409</u> |
| 28 <u>Trainee 2</u> | <u>\$69,816</u> | <u>\$70,924</u> | <u>\$71,213</u> | <u>\$69,608</u> |

| | | | | | |
|---|---------------|-----------------|-----------------|-----------------|-----------------|
| 1 | <u>Step 1</u> | <u>\$74,345</u> | <u>\$75,453</u> | <u>\$75,745</u> | <u>\$74,140</u> |
| 2 | <u>Step 2</u> | <u>\$78,873</u> | <u>\$79,981</u> | <u>\$80,273</u> | <u>\$78,666</u> |
| 3 | <u>Step 3</u> | <u>\$81,584</u> | <u>\$82,692</u> | <u>\$82,983</u> | <u>\$81,377</u> |
| 4 | <u>Step 4</u> | <u>\$84,799</u> | <u>\$85,905</u> | <u>\$86,197</u> | <u>\$84,590</u> |
| 5 | <u>Step 5</u> | <u>\$88,370</u> | <u>\$89,477</u> | <u>\$89,768</u> | <u>\$88,163</u> |

6 (3) Effective April first, two thousand sixteen, members of the
7 collective negotiating unit consisting of troopers in the division of
8 state police shall receive a basic annual salary pursuant to the follow-
9 ing schedule:

| | | | | |
|----|-------------------|------------------------|-------------------|------------------|
| 10 | <u>Orange,</u> | <u>City of New</u> | <u>Nassau and</u> | <u>All Other</u> |
| 11 | <u>Putnam and</u> | <u>York, Rockland</u> | <u>Suffolk</u> | <u>Locations</u> |
| 12 | <u>Dutchess</u> | <u>and Westchester</u> | <u>Counties</u> | |
| 13 | <u>Counties</u> | <u>Counties</u> | | |
| 14 | <u>Trainee 1</u> | <u>N/A</u> | <u>N/A</u> | <u>\$53,195</u> |
| 15 | <u>Trainee 2</u> | <u>\$70,863</u> | <u>\$71,988</u> | <u>\$70,652</u> |
| 16 | <u>Step 1</u> | <u>\$75,460</u> | <u>\$76,585</u> | <u>\$75,252</u> |
| 17 | <u>Step 2</u> | <u>\$80,056</u> | <u>\$81,181</u> | <u>\$79,846</u> |
| 18 | <u>Step 3</u> | <u>\$82,808</u> | <u>\$83,932</u> | <u>\$82,598</u> |
| 19 | <u>Step 4</u> | <u>\$86,071</u> | <u>\$87,194</u> | <u>\$85,859</u> |
| 20 | <u>Step 5</u> | <u>\$89,696</u> | <u>\$90,819</u> | <u>\$89,485</u> |

21 (4) Effective April first, two thousand seventeen, members of the
22 collective negotiating unit consisting of troopers in the division of
23 state police shall receive a basic annual salary pursuant to the follow-
24 ing schedule:

| | | | | |
|----|-------------------|------------------------|-------------------|------------------|
| 25 | <u>Orange,</u> | <u>City of New</u> | <u>Nassau and</u> | <u>All Other</u> |
| 26 | <u>Putnam and</u> | <u>York, Rockland</u> | <u>Suffolk</u> | <u>Locations</u> |
| 27 | <u>Dutchess</u> | <u>and Westchester</u> | <u>Counties</u> | |
| 28 | <u>Counties</u> | <u>Counties</u> | | |

| | | | | | |
|---|------------------|-----------------|-----------------|-----------------|-----------------|
| 1 | <u>Trainee 1</u> | <u>N/A</u> | <u>N/A</u> | <u>N/A</u> | <u>\$53,993</u> |
| 2 | <u>Trainee 2</u> | <u>\$71,926</u> | <u>\$73,068</u> | <u>\$73,365</u> | <u>\$71,712</u> |
| 3 | <u>Step 1</u> | <u>\$76,592</u> | <u>\$77,734</u> | <u>\$78,034</u> | <u>\$76,381</u> |
| 4 | <u>Step 2</u> | <u>\$81,257</u> | <u>\$82,399</u> | <u>\$82,699</u> | <u>\$81,044</u> |
| 5 | <u>Step 3</u> | <u>\$84,050</u> | <u>\$85,191</u> | <u>\$85,491</u> | <u>\$83,837</u> |
| 6 | <u>Step 4</u> | <u>\$87,362</u> | <u>\$88,502</u> | <u>\$88,802</u> | <u>\$87,147</u> |
| 7 | <u>Step 5</u> | <u>\$91,041</u> | <u>\$92,181</u> | <u>\$92,482</u> | <u>\$90,827</u> |

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

10 a-1. Where, and to the extent that, the agreement between the state
11 and an employee organization entered into pursuant to article fourteen
12 of the civil service law so provides on behalf of employees in the
13 collective negotiating unit consisting of troopers in the division of
14 state police, established pursuant to article fourteen of the civil
15 service law, and upon audit and warrant of the state comptroller, the
16 director shall provide for the payment of monies to such employee organ-
17 ization for the establishment and maintenance of an employee benefit
18 fund established by the employee organization for the employees in the
19 negotiating unit covered by the controlling provisions of such agreement
20 providing for such employee benefit fund. Such amounts are to be deter-
21 mined consistent with said agreement, including any and all monies
22 agreed to be transferred in said agreement, and on the basis of the
23 number of full-time annual salaried employees, other than full-time
24 seasonal employees, on the payroll on March first, two thousand eleven
25 for payments to be made on April first, two thousand eleven, the number
26 of full-time annual salaried employees, other than full-time seasonal
27 employees, on the payroll on March first, two thousand twelve for
28 payments to be made on April first, two thousand twelve, the number of

1 full-time annual salaried employees, other than full-time seasonal
2 employees, on the payroll on March first, two thousand thirteen for
3 payments to be made on April first, two thousand thirteen, the number of
4 full-time annual salaried employees, other than full-time seasonal
5 employees, on the payroll on March first, two thousand fourteen for
6 payments to be made on April first, two thousand fourteen, the number of
7 full-time annual salaried employees, other than full-time seasonal
8 employees, on the payroll on March first, two thousand fifteen for
9 payments to be made on April first, two thousand fifteen, the number of
10 full-time annual salaried employees, other than full-time seasonal
11 employees, on the payroll on March first, two thousand sixteen for
12 payments to be made on April first, two thousand sixteen and the number
13 of full-time annual salaried employees, other than full-time seasonal
14 employees, on the payroll on March first, two thousand seventeen for
15 payments to be made on April first, two thousand seventeen. The amounts,
16 which will be determined pursuant to this section, for employees who are
17 paid from special or administrative funds, other than the general fund
18 or the capital projects fund of the state, will be paid from the appro-
19 priations as provided by law, in which case the state comptroller will
20 establish procedures to ensure repayment from said special or adminis-
21 trative funds. The director shall enter into an agreement with the
22 employee organization that sets forth the specific terms and conditions
23 for the transmittal of monies pursuant to this section. Payments made
24 pursuant to this paragraph and paragraph a of this subdivision shall be
25 made to the same fund as set forth in the agreement between the director
26 and the employee organization that represents the employees covered by
27 the provisions of this paragraph and paragraph a of this subdivision.

1 § 3. Section 201 of the state finance law is amended by adding a new
2 subdivision 17 to read as follows:

3 17. Notwithstanding any other provision of law to the contrary, where,
4 and to the extent that an agreement entered into pursuant to article
5 fourteen of the civil service law between the state and the employee
6 organization representing the collective negotiating unit consisting of
7 troopers in the division of state police and the collective negotiating
8 unit consisting of commissioned and non-commissioned officers in the
9 division of state police so provides, the comptroller, after receipt of
10 written directions from the director of employee relations, is author-
11 ized to deduct, for the purposes of making restitution for damage or
12 loss of equipment, from the salary of any employee covered by such an
13 agreement such amount as determined by the employer to cover the resti-
14 tution for such damaged or lost equipment.

15 § 4. Location compensation. (a) Notwithstanding any other provision of
16 law to the contrary, pursuant to the terms of the agreement negotiated
17 between the state and the employee organization representing the collec-
18 tive negotiating unit consisting of troopers in the division of state
19 police, members in this collective negotiating unit whose principal
20 place of employment, or, in the case of a field employee, whose official
21 station as determined in accordance with the regulations of the state
22 comptroller, is located in the county of Monroe and who were on the
23 payroll on March 31, 1985, and who have received this location compen-
24 sation continually since then, shall continue to receive location pay at
25 the rate of two hundred dollars (\$200) per year, provided the member
26 continues to be otherwise eligible. Such location pay shall continue to
27 be annualized and paid during the regular bi-weekly periods. Such
28 location pay shall be in addition to, and shall not be a part of, a

1 member's annual basic salary, and shall not affect or impair any incre-
2 ments or other rights or benefits to which the member may be entitled;
3 provided, however, that location pay shall be included as compensation
4 for purposes of computation of overtime pay and for retirement purposes.

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

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

23 § 5. Supplemental location compensation. (a) Notwithstanding any other
24 provision of law to the contrary, pursuant to the terms of the agreement
25 negotiated between the state and the employee organization representing
26 the collective negotiating unit consisting of troopers in the division
27 of state police, members in this collective negotiating unit whose prin-
28 cipal place of employment, or, in the case of a field employee, whose

1 official station as determined in accordance with the regulations of the
2 state comptroller, is located in the city of New York, or in the county
3 of Putnam, Orange, Dutchess, Rockland, Westchester, Nassau or Suffolk
4 shall continue to receive supplemental location pay as follows effective
5 April 1, 2010:

| | |
|--|---------|
| 6 Orange, Putnam or Dutchess County | \$1,280 |
| 7 Rockland or Westchester County or city of New York | \$1,918 |
| 8 Nassau or Suffolk County | \$2,239 |

9 (b) Such supplemental location pay shall continue to be annualized and
10 paid during regular bi-weekly periods. Such supplemental location
11 compensation shall be in addition to, and shall not be a part of, a
12 member's annual basic salary, and shall not affect or impair any incre-
13 ments or other rights or benefits to which a member may be entitled;
14 provided, however, that such compensation shall be included as compen-
15 sation for purposes of computation of overtime pay and for retirement
16 purposes.

17 § 6. Expanded duty pay. (a) Notwithstanding any other provision of law
18 to the contrary, pursuant to the terms of the agreement negotiated
19 between the state and the employee organization representing the collec-
20 tive negotiating unit consisting of troopers in the division of state
21 police, during the period April 1, 2010 through March 31, 2014, the
22 annual payment for expanded duty pay for members of this unit shall
23 continue in the amount of seven thousand four hundred fifty-two dollars
24 (\$7,452). Effective April 1, 2014, the annual payment for expanded duty
25 pay shall be eight thousand seven hundred two dollars (\$8,702). There
26 shall be no retroactive payment of the increases to expanded duty pay
27 for the period April 1, 2011 to March 31, 2014 under any circumstances.
28 Pursuant to the agreement, the entire increase of one thousand two

1 hundred fifty dollars (\$1,250) covering the period April 1, 2011 to
2 March 31, 2014 is only payable on a prospective basis commencing April
3 1, 2014.

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

14 § 7. Hazardous duty pay. (a) 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 troopers in the division of state
18 police, during the period April 1, 2010 through March 31, 2014, the
19 annual payment for hazardous duty pay for members of this unit shall
20 continue in the amount of one thousand two hundred dollars (\$1,200).
21 Effective April 1, 2014, the annual payment for hazardous duty pay shall
22 be two thousand four hundred fifty dollars (\$2,450). There shall be no
23 retroactive payment of the increases to hazardous duty pay for the peri-
24 od April 1, 2011 to March 31, 2014 under any circumstances. Pursuant to
25 the agreement, the entire increase of one thousand two hundred fifty
26 dollars (\$1,250) covering the period April 1, 2011 to March 31, 2014 is
27 only payable on a prospective basis commencing with the scheduled Decem-
28 ber 2014 payment.

1 (b) Notwithstanding any other provision of law to the contrary, pursu-
2 ant to the terms of the agreement negotiated between the state and the
3 employee organization representing the collective negotiating unit
4 consisting of troopers in the division of state police, hazardous duty
5 pay shall be payable to members of this unit in December of each respec-
6 tive state fiscal year to which the payment is attributed, or as soon as
7 practicable thereafter. Such payment shall continue to be made as a lump
8 sum payment to members of this unit on the payroll on November first of
9 each year during the pay period that includes December first of each
10 year. Such payment shall be in addition to, and shall not be part of,
11 the member's annual basic salary, and shall not affect or impair any
12 rights or benefits to which the member may be entitled; provided, howev-
13 er, that such payment shall be included as compensation for purposes of
14 computation of overtime pay and as compensation for retirement.

15 § 8. Health benefits committees. Pursuant to the terms of an agreement
16 negotiated between the state and the employee organization representing
17 the collective negotiating unit consisting of troopers in the division
18 of state police, during the period April 1, 2011 through March 31, 2018,
19 there shall continue to be a committee on health benefits funded in the
20 following amounts: \$12,750 for the period April 1, 2014 through March
21 31, 2015; \$13,005 for the period April 1, 2015 through March 31, 2016;
22 \$13,200 for the period April 1, 2016 through March 31, 2017; and \$13,398
23 for the period April 1, 2017 through March 31, 2018. One-half of this
24 amount in each year shall be made available to the state and one-half of
25 this amount shall be made available to the employee organization repres-
26 enting such unit.

27 § 9. Professional development and training funds. Pursuant to the
28 terms of an agreement negotiated between the state and the employee

1 organization representing the collective negotiating unit consisting of
2 troopers in the division of state police, during the period April 1,
3 2011 through March 31, 2018, there shall continue to be a professional
4 development and quality of working life committee from which the tuition
5 reimbursement program, the master's program and the employee assistance
6 program shall be supported. Such committee shall be funded in the
7 following amounts: \$94,248 for the period April 1, 2014 through March
8 31, 2015; \$96,133 for the period April 1, 2015 through March 31, 2016;
9 \$97,575 for the period April 1, 2016 through March 31, 2017; and \$99,039
10 for the period April 1, 2017 through March 31, 2018.

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

21 § 11. Short swings. (a) Notwithstanding any provision of law to the
22 contrary, pursuant to the terms of the agreement negotiated between the
23 state and the employee organization representing the collective negoti-
24 ating unit consisting of troopers in the division of state police, or
25 the terms of the interest arbitration award made pursuant to subdivision
26 4 of section 209 of the civil service law binding the executive branch
27 of the state of New York and the employee organization representing such
28 unit, effective March 31, 2003, members of this unit who are required to

1 work short swings shall continue to receive compensation of thirty
2 dollars (\$30) for each short swing they are required to work and actual-
3 ly work. There shall be no short swing compensation where the short
4 swing is worked at the request of, or for the convenience of the member,
5 as determined by the division of state police. The definition of short
6 swing shall be a tour of duty commencing between the hours of five a.m.
7 and nine a.m. (B line) followed by a tour of duty commencing between
8 nine p.m. and one a.m. (A line) on consecutive days, or, a tour of duty
9 commencing between the hours of one p.m. and five p.m. (C line)
10 followed by a tour of duty commencing between the hours of five a.m. and
11 nine a.m. (B line) on consecutive days. Such additional compensation
12 shall not be payable if such member's hours of work continue from the
13 conclusion of the former shift to the commencement of the latter shift
14 without interruption.

15 (b) The additional compensation payable pursuant to this section shall
16 be in addition to, and shall not be a part of, the member's annual basic
17 salary, and shall not affect or impair any rights or benefits to which
18 the member may be entitled; provided, however, that any compensation
19 payable pursuant to this section shall be included as compensation for
20 the purposes of computation of overtime pay and for retirement purposes.
21 The director of the budget may adopt such regulations as may be deemed
22 necessary to carry out the provisions of this section.

23 § 12. Member in charge of satellite station compensation. Members of
24 the collective negotiating unit consisting of troopers in the division
25 of state police who are designated "members in charge" of a satellite
26 station shall continue to receive four hundred thirty-five dollars
27 (\$435) per year. Such payment for the "member in charge" designation

1 shall commence upon such designation and shall be prorated based upon
2 the duration of the designation.

3 § 13. Unused sick leave at retirement. Effective March 31, 2003, the
4 lump sum payment for unused sick leave at retirement as provided in
5 section 9 of chapter 9 of the laws of 2001 shall continue.

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

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

1 § 16. Payment and publication of grievance arbitration settlements and
2 awards. Notwithstanding any provision of law to the contrary, the
3 appropriations contained in this act shall be available to the state for
4 the payment and publication of grievance arbitration settlements and
5 awards pursuant to article 15 of the collective negotiating agreement
6 between the state and the employee organization representing the collec-
7 tive negotiating unit consisting of troopers in the division of state
8 police.

9 § 17. Date of entitlement to salary increase. Notwithstanding the
10 provisions of this act or of any other provision of law to the contrary,
11 the increase of salary or compensation of any member of the collective
12 negotiating unit consisting of troopers in the division of state police
13 provided by this act shall be added to the salary of such member at the
14 beginning of that payroll period the first day of which is nearest to
15 the effective date of such increase as provided in this act, or at the
16 beginning of the earlier of two payroll periods the first days of which
17 are nearest but equally near to the effective date of such increase as
18 provided in this act; provided, however, that, for the purposes of
19 determining the salary of such officer or employee upon reclassifica-
20 tion, reallocation, appointment, promotion, transfer, demotion, rein-
21 statement, or other change of status, such salary increase shall be
22 deemed to be effective on the date thereof as prescribed by this act,
23 with payment thereof pursuant to this section on a date prior thereto,
24 instead of on such effective date, and shall not operate to confer any
25 additional salary rights or benefits on such officer or employee.
26 Payment of such salary increase may be deferred pursuant to section
27 eighteen of this act.

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

24 § 19. Use of appropriations. Notwithstanding any provision of the
25 state finance law or any other provision of law to the contrary, the
26 state comptroller is authorized to pay any amounts required by the fore-
27 going provisions of this act. To the extent that existing appropriations
28 available to any state department or agency in any fund are insufficient

1 to accomplish the purposes set forth in this section, the director of
2 the budget is authorized to allocate to the various departments and
3 agencies, from any appropriations available in any fund, the amounts
4 necessary to make such payments. Any appropriations or other funds
5 available to any state department or agency for personal service or for
6 other related employee benefits during the fiscal year commencing April
7 1, 2014 or April 1, 2015 shall be available for the payment of any
8 liabilities or obligations incurred pursuant to the foregoing provisions
9 of this act, whether occurring prior to or during the state fiscal year
10 commencing April 1, 2014 or April 1, 2015.

11 § 20. Appropriations. Notwithstanding any provision of the state
12 finance law or any other provision of law to the contrary, the several
13 amounts as hereinafter set forth in this section are hereby appropriated
14 from the funds so designated for use by any state department or agency
15 for the fiscal year beginning April 1, 2014 or April 1, 2015 to supple-
16 ment appropriations from each respective fund available for personal
17 service, other than personal service and fringe benefits, and to carry
18 out the provisions of this act. The monies hereby appropriated are
19 available for payment of any liabilities or obligations incurred prior
20 to or during the state fiscal year commencing April 1, 2014 or April 1,
21 2015. For this purpose, these appropriations shall remain in full force
22 and effect for the payment of liabilities incurred on or before April 1,
23 2015 or April 1, 2016. No money shall be available for expenditure from
24 this appropriation until a certification of approval has been issued by
25 the director of the budget and a copy of such certificate or any amend-
26 ment thereto has been filed with the state comptroller, the chairperson
27 of the senate finance committee, and the chairperson of the assembly
28 ways and means committee.

1 ALL STATE DEPARTMENTS AND AGENCIES

2 Special Pay Bills

3 General Fund - State Purposes Account

4 PERSONAL SERVICE

5 Personal Service - Regular 31,143,000

6 NON-PERSONAL SERVICE

7 Fringe benefits 2,382,000

8 Health Benefits Committee 26,000

9 Professional Development Fund 191,000

10 Employee Benefit Fund 2,100,000

11 Contract Administration 25,000

12 § 21. This act shall take effect immediately and shall be deemed to
13 have been in full force and effect on and after April 1, 2011.

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