

# PROGRAM BILL #7R

Legislative Bill Drafting Commission  
12020-04-5

## IN SENATE

Senate introducer's signature

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

S. \_\_\_\_\_  
Senate  
\_\_\_\_\_

|                 |              |                |                 |              |
|-----------------|--------------|----------------|-----------------|--------------|
| s15 Addabbo     | s49 Farley   | s63 Kennedy    | 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 SENATE--Introduced by Sen

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

----- A.  
Assembly  
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## 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:

IN ASSEMBLY--Introduced by M. of A.

|                   |                  |                  |                   |                  |
|-------------------|------------------|------------------|-------------------|------------------|
| a049 Abbate       | a053 Davila      | a077 Joyner      | a133 Nojay        | a140 Schimminger |
| a092 Abinanti     | a034 DenDekker   | a020 Kaminsky    | a037 Nolan        | a076 Seawright   |
| 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 Steok       |
| a098 Brabenec     | a095 Galef       | 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       | a141 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 Corwin       | a028 Hevesi      | a038 Miller      | a025 Rozic        | a096 Zebrowski   |
| a085 Crespo       | a048 Hkind       | a015 Montesano   | a116 Russell      | a029             |
| a122 Crouch       | a018 Hooper      | a136 Morella     | a149 Ryan         |                  |
| a021 Curran       | a097 Jaffee      | a057 Mosley      | a009 Saladino     |                  |
| a063 Cusick       | a011 Jean-Pierre | a039 Noya        | a111 Santabarbara |                  |
| a045 Cymbrowitz   | a135 Johns       | a003 Murray      | a016 Schimel      |                  |

with M. of A. as co-sponsors

--read once and referred to the  
Committee on

\*EXECLA\*

(Relates to terms and conditions of  
employment for members of the  
collective bargaining unit consist-  
ing of commissioned and non-commis-  
sioned state police officers; appro-  
priation; repealer)

-----  
Exec. coll. negot. unit

### 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 commissioned and non-commis-  
sioned officers in the division of  
state police and salary schedules  
for members of such unit; to amend  
the state finance law, in relation  
to the employee benefit fund for

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).

members of such unit; and making an appropriation therefor; and repealing certain provisions of such laws relating thereto

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

1 Section 1. Subparagraphs 5, 6, 7 and 8 of paragraph a of subdivision 2  
 2 of section 215 of the executive law are REPEALED and four new subpara-  
 3 graphs 5, 6, 7 and 8 are added to read as follows:

4 (5) Effective April first, two thousand fourteen, members of the  
 5 collective negotiating unit consisting of commissioned and non-commis-  
 6 sioned officers in the division of state police shall receive a basic  
 7 annual salary pursuant to the following schedule:

|                        | <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>Sergeant and</u> |                   |                        |                   |                  |
| 13 <u>Technical</u>    |                   |                        |                   |                  |
| 14 <u>Sergeant</u>     | <u>\$102,048</u>  | <u>\$103,135</u>       | <u>\$103,421</u>  | <u>\$101,846</u> |
| 15 <u>Station</u>      |                   |                        |                   |                  |
| 16 <u>Commander</u>    | <u>\$105,345</u>  | <u>\$106,433</u>       | <u>\$106,718</u>  | <u>\$105,145</u> |
| 17 <u>Zone</u>         |                   |                        |                   |                  |
| 18 <u>Sergeant</u>     | <u>\$107,027</u>  | <u>\$108,111</u>       | <u>\$108,396</u>  | <u>\$106,825</u> |
| 19 <u>First,</u>       |                   |                        |                   |                  |
| 20 <u>Staff</u>        |                   |                        |                   |                  |
| 21 <u>and</u>          |                   |                        |                   |                  |
| 22 <u>Chief T/</u>     |                   |                        |                   |                  |
| 23 <u>Sgt</u>          | <u>\$112,533</u>  | <u>\$113,619</u>       | <u>\$113,903</u>  | <u>\$112,330</u> |
| 24 <u>Lieutenant</u>   |                   |                        |                   |                  |
| 25 <u>and</u>          |                   |                        |                   |                  |
| 26 <u>Technical</u>    |                   |                        |                   |                  |
| 27 <u>Lieutenant</u>   | <u>\$121,953</u>  | <u>\$123,038</u>       | <u>\$123,323</u>  | <u>\$121,752</u> |
| 28 <u>Lieutenant</u>   |                   |                        |                   |                  |

|   |                    |                  |                  |                  |                  |
|---|--------------------|------------------|------------------|------------------|------------------|
| 1 | <u>BCI</u>         | <u>\$124,342</u> | <u>\$125,427</u> | <u>\$125,713</u> | <u>\$124,138</u> |
| 2 | <u>Captain</u>     | <u>\$130,059</u> | <u>\$131,144</u> | <u>\$131,432</u> | <u>\$129,857</u> |
| 3 | <u>Captain BCI</u> | <u>\$132,484</u> | <u>\$133,567</u> | <u>\$133,853</u> | <u>\$132,279</u> |
| 4 | <u>Major</u>       | <u>\$138,583</u> | <u>\$139,669</u> | <u>\$139,954</u> | <u>\$138,379</u> |

5 (6) Effective April first, two thousand fifteen, members of the  
6 collective negotiating unit consisting of commissioned and non-commis-  
7 sioned officers in the division of state police shall receive a basic  
8 annual salary pursuant to the following schedule:

| 9  | <u>Orange,</u>      | <u>City of New</u>     | <u>Nassau and</u> | <u>All Other</u> |                  |
|----|---------------------|------------------------|-------------------|------------------|------------------|
| 10 | <u>Putnam and</u>   | <u>York, Rockland</u>  | <u>Suffolk</u>    | <u>Locations</u> |                  |
| 11 | <u>Dutchess</u>     | <u>and Westchester</u> | <u>Counties</u>   |                  |                  |
| 12 | <u>Counties</u>     | <u>Counties</u>        |                   |                  |                  |
| 13 | <u>Sergeant and</u> |                        |                   |                  |                  |
| 14 | <u>Technical</u>    |                        |                   |                  |                  |
| 15 | <u>Sergeant</u>     | <u>\$104,089</u>       | <u>\$105,198</u>  | <u>\$105,489</u> | <u>\$103,883</u> |
| 16 | <u>Station</u>      |                        |                   |                  |                  |
| 17 | <u>Commander</u>    | <u>\$107,452</u>       | <u>\$108,562</u>  | <u>\$108,852</u> | <u>\$107,248</u> |
| 18 | <u>Zone</u>         |                        |                   |                  |                  |
| 19 | <u>Sergeant</u>     | <u>\$109,168</u>       | <u>\$110,273</u>  | <u>\$110,564</u> | <u>\$108,962</u> |
| 20 | <u>First,</u>       |                        |                   |                  |                  |
| 21 | <u>Staff</u>        |                        |                   |                  |                  |
| 22 | <u>and</u>          |                        |                   |                  |                  |
| 23 | <u>Chief T/</u>     |                        |                   |                  |                  |
| 24 | <u>Sgt</u>          | <u>\$114,784</u>       | <u>\$115,891</u>  | <u>\$116,181</u> | <u>\$114,577</u> |
| 25 | <u>Lieutenant</u>   |                        |                   |                  |                  |
| 26 | <u>and</u>          |                        |                   |                  |                  |
| 27 | <u>Technical</u>    |                        |                   |                  |                  |
| 28 | <u>Lieutenant</u>   | <u>\$124,392</u>       | <u>\$125,499</u>  | <u>\$125,789</u> | <u>\$124,187</u> |

1 Lieutenant

2 BCI                    \$126,829                    \$127,936                    \$128,227                    \$126,621

3 Captain                    \$132,660                    \$133,767                    \$134,061                    \$132,454

4 Captain BCI                    \$135,134                    \$136,238                    \$136,530                    \$134,925

5 Major                    \$141,355                    \$142,462                    \$142,753                    \$141,147

6 (7) Effective April first, two thousand sixteen, members of the  
7 collective negotiating unit consisting of commissioned and non-commis-  
8 sioned officers in the division of state police shall receive a basic  
9 annual salary pursuant to the following schedule:

10                    Orange,                    City of New                    Nassau and                    All Other  
11                    Putnam and                    York, Rockland                    Suffolk                    Locations  
12                    Dutchess                    and Westchester                    Counties  
13                    Counties                    Counties

14 Sergeant and

15 Technical

16 Sergeant                    \$105,650                    \$106,776                    \$107,071                    \$105,441

17 Station

18 Commander                    \$109,064                    \$110,190                    \$110,485                    \$108,857

19 Zone

20 Sergeant                    \$110,806                    \$111,927                    \$112,222                    \$110,596

21 First,

22 Staff

23 and

24 Chief T/

25 Sgt                    \$116,506                    \$117,629                    \$117,924                    \$116,296

26 Lieutenant

27 and

28 Technical

|   |                    |                  |                  |                  |                  |
|---|--------------------|------------------|------------------|------------------|------------------|
| 1 | <u>Lieutenant</u>  | <u>\$126,258</u> | <u>\$127,381</u> | <u>\$127,676</u> | <u>\$126,050</u> |
| 2 | <u>Lieutenant</u>  |                  |                  |                  |                  |
| 3 | <u>BCI</u>         | <u>\$128,731</u> | <u>\$129,855</u> | <u>\$130,150</u> | <u>\$128,520</u> |
| 4 | <u>Captain</u>     | <u>\$134,650</u> | <u>\$135,774</u> | <u>\$136,072</u> | <u>\$134,441</u> |
| 5 | <u>Captain BCI</u> | <u>\$137,161</u> | <u>\$138,282</u> | <u>\$138,578</u> | <u>\$136,949</u> |
| 6 | <u>Major</u>       | <u>\$143,475</u> | <u>\$144,599</u> | <u>\$144,894</u> | <u>\$143,264</u> |

7 (8) Effective April first, two thousand seventeen, members of the  
8 collective negotiating unit consisting of commissioned and non-commis-  
9 sioned officers in the division of state police shall receive a basic  
10 annual salary pursuant to the following schedule:

|    |                   |                        |                   |                  |
|----|-------------------|------------------------|-------------------|------------------|
| 11 | <u>Orange,</u>    | <u>City of New</u>     | <u>Nassau and</u> | <u>All Other</u> |
| 12 | <u>Putnam and</u> | <u>York, Rockland</u>  | <u>Suffolk</u>    | <u>Locations</u> |
| 13 | <u>Dutchess</u>   | <u>and Westchester</u> | <u>Counties</u>   |                  |
| 14 | <u>Counties</u>   | <u>Counties</u>        |                   |                  |

15 Sergeant and  
16 Technical

|    |                  |                  |                  |                  |                  |
|----|------------------|------------------|------------------|------------------|------------------|
| 17 | <u>Sergeant</u>  | <u>\$107,235</u> | <u>\$108,378</u> | <u>\$108,677</u> | <u>\$107,023</u> |
| 18 | <u>Station</u>   |                  |                  |                  |                  |
| 19 | <u>Commander</u> | <u>\$110,700</u> | <u>\$111,843</u> | <u>\$112,142</u> | <u>\$110,490</u> |
| 20 | <u>Zone</u>      |                  |                  |                  |                  |
| 21 | <u>Sergeant</u>  | <u>\$112,468</u> | <u>\$113,606</u> | <u>\$113,905</u> | <u>\$112,255</u> |

22 First,  
23 Staff  
24 and  
25 Chief T/

|    |                   |                  |                  |                  |                  |
|----|-------------------|------------------|------------------|------------------|------------------|
| 26 | <u>Sgt</u>        | <u>\$118,254</u> | <u>\$119,393</u> | <u>\$119,693</u> | <u>\$118,040</u> |
| 27 | <u>Lieutenant</u> |                  |                  |                  |                  |
| 28 | <u>and</u>        |                  |                  |                  |                  |

1 Technical2 Lieutenant      \$128,152              \$129,292              \$129,591              \$127,9413 Lieutenant4 BCI              \$130,662              \$131,803              \$132,102              \$130,4485 Captain              \$136,670              \$137,811              \$138,113              \$136,4586 Captain BCI      \$139,218              \$140,356              \$140,657              \$139,0037 Major              \$145,627              \$146,768              \$147,067              \$145,413

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

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

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

25 § 3. Location compensation. (a) Notwithstanding any other provision of  
26 law to the contrary, pursuant to the terms of the agreement negotiated  
27 between the state and the employee organization representing the collec-  
28 tive negotiating unit consisting of commissioned and non-commissioned

1 officers in the division of state police, members in this collective  
2 negotiating unit whose principal place of employment, or, in the case of  
3 a field employee, whose official station as determined in accordance  
4 with the regulations of the state comptroller, is located in the county  
5 of Monroe and who were on the payroll on March 31, 1985, and who have  
6 received this location compensation continually since then, shall  
7 continue to receive location pay at the rate of two hundred dollars  
8 (\$200) per year, provided the member continues to be otherwise eligible.  
9 Such location pay shall continue to be annualized and paid during the  
10 regular bi-weekly periods. Such location pay shall be in addition to,  
11 and shall not be a part of, a member's annual basic salary, and shall  
12 not affect or impair any increments or other rights or benefits to which  
13 the member may be entitled; provided, however, that location pay shall  
14 be included as compensation for purposes of computation of overtime pay  
15 and for retirement purposes.

16 (b) Notwithstanding any other provision of law to the contrary, pursu-  
17 ant to the terms of the agreement negotiated between the state and the  
18 employee organization representing the collective negotiating unit  
19 consisting of commissioned and non-commissioned officers in the division  
20 of state police, members in this collective negotiating unit whose prin-  
21 cipal place of employment, or, in the case of a field employee, whose  
22 official station as determined in accordance with the regulations of the  
23 state comptroller, is located in the city of New York, or in the county  
24 of Rockland, Westchester, Nassau or Suffolk shall continue to receive  
25 location pay at the rate of one thousand five hundred thirty-six dollars  
26 (\$1,536) per year effective April 1, 2010.

27 (c) Such location pay shall continue to be annualized and paid during  
28 regular bi-weekly periods. Such location pay shall be in addition to,

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

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

|    |                                   |         |
|----|-----------------------------------|---------|
| 17 | Orange, Putnam or Dutchess County | \$1,280 |
| 18 | Rockland or Westchester County    | \$1,918 |
| 19 | or city of New York               |         |
| 20 | Nassau or Suffolk County          | \$2,239 |

21 (b) Such supplemental location pay shall continue to be annualized and  
 22 paid during regular bi-weekly periods. Such supplemental location  
 23 compensation shall be in addition to, and shall not be a part of, a  
 24 member's annual basic salary, and shall not affect or impair any incre-  
 25 ments or other rights or benefits to which the member may be entitled;  
 26 provided, however, that such compensation shall be included as compen-

1 sation for purposes of computation of overtime pay and for retirement  
2 purposes.

3 § 5. Expanded duty pay. (a) Notwithstanding any other provision of law  
4 to the contrary, pursuant to the terms of the agreement negotiated  
5 between the state and the employee organization representing the collec-  
6 tive negotiating unit consisting of commissioned and non-commissioned  
7 officers in the division of state police, during the period April 1,  
8 2010 through March 31, 2014, the annual payment for expanded duty pay  
9 for members of this unit shall continue in the amount of seven thousand  
10 four hundred fifty-two dollars (\$7,452). Effective April 1, 2014, the  
11 annual payment for expanded duty pay shall be eight thousand seven  
12 hundred two dollars (\$8,702). There shall be no retroactive payment of  
13 the increases to expanded duty pay for the period April 1, 2011 to March  
14 31, 2014 under any circumstances. Pursuant to the agreement, the entire  
15 increase of one thousand two hundred fifty dollars (\$1,250) covering the  
16 period April 1, 2011 to March 31, 2014 is only payable on a prospective  
17 basis commencing April 1, 2014.

18 (b) Pursuant to the terms of the agreement negotiated between the  
19 state and the employee organization representing the collective negoti-  
20 ating unit consisting of commissioned and non-commissioned officers in  
21 the division of state police, expanded duty pay shall continue to be  
22 annualized and paid during regular bi-weekly periods. Such additional  
23 compensation shall be in addition to, and shall not be part of, the  
24 member's annual basic salary, and shall not affect or impair any rights  
25 or benefits to which the member may be entitled; provided, however, that  
26 such additional compensation shall be included as compensation for  
27 purposes of computation of overtime pay and as compensation for retire-  
28 ment.

1 § 6. Hazardous duty pay. (a) Notwithstanding any other provision of  
2 law to the contrary, pursuant to the terms of the agreement negotiated  
3 between the state and employee organization representing the collective  
4 negotiating unit consisting of commissioned and non-commissioned offi-  
5 cers in the division of state police, during the period April 1, 2010  
6 through March 31, 2014, the annual payment for hazardous duty pay for  
7 members of this unit shall continue in the amount of one thousand two  
8 hundred dollars (\$1,200). Effective April 1, 2014, the annual payment  
9 for hazardous duty pay shall be two thousand four hundred fifty dollars  
10 (\$2,450). There shall be no retroactive payment of the increases to  
11 hazardous duty pay for the period April 1, 2011 to March 31, 2014 under  
12 any circumstances. Pursuant to the agreement, the entire increase of  
13 one thousand two hundred fifty dollars (\$1,250) covering the period  
14 April 1, 2011 to March 31, 2014 is only payable on a prospective basis  
15 commencing with the scheduled December 2014 payment.

16 (b) Notwithstanding any other provision of law to the contrary, pursu-  
17 ant to the terms of the agreement negotiated between the state and the  
18 employee organization representing the collective negotiating unit  
19 consisting of commissioned and non-commissioned officers in the division  
20 of state police, hazardous duty pay shall be payable to members of this  
21 unit in December of each respective state fiscal year to which the  
22 payment is attributed, or as soon as practicable thereafter. Such  
23 payment shall continue to be made as a lump sum payment to members of  
24 this unit on the payroll on the first of November each year during the  
25 pay period that includes the first of December each year. Such payment  
26 shall be in addition to, and shall not be part of, the member's annual  
27 basic salary, and shall not affect or impair any rights or benefits to  
28 which the member may be entitled; provided, however, that such payment

1 shall be included as compensation for purposes of computation of over-  
2 time pay and as compensation for retirement.

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

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

19 § 8. Health benefits committees. Pursuant to the terms of an agreement  
20 negotiated between the state and the employee organization representing  
21 the collective negotiating unit consisting of commissioned and non-com-  
22 missioned officers in the division of state police, during the period  
23 April 1, 2011 through March 31, 2018, there shall continue to be a  
24 committee on health benefits funded in the following amounts: \$5,100 for  
25 the period April 1, 2014 through March 31, 2015; \$5,202 for the period  
26 April 1, 2015 through March 31, 2016; \$5,280 for the period April 1,  
27 2016 through March 31, 2017; and \$5,359 for the period April 1, 2017  
28 through March 31, 2018. One-half of this amount in each year shall be

1 made available to the state and one-half of this amount shall be made  
2 available to the employee organization representing such unit.

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

16 § 10. Recognized degree pay. Notwithstanding any provision of law to  
17 the contrary, pursuant to the terms of the agreement negotiated between  
18 the state and the employee organization representing the collective  
19 negotiating unit consisting of commissioned and non-commissioned offi-  
20 cers in the division of state police, or the terms of the interest arbi-  
21 tration award made pursuant to subdivision 4 of section 209 of the civil  
22 service law binding the executive branch of the state of New York and  
23 the employee organization representing such unit, effective March 31,  
24 2003, the lump sum payments for degrees, as contained in section 5 of  
25 chapter 244 of the laws of 2002, shall continue.

26 § 11. Short swings. (a) Notwithstanding any provision of law to the  
27 contrary, pursuant to the terms of the agreement negotiated between the  
28 state and the employee organization representing the collective negoti-

1 ating unit consisting of commissioned and non-commissioned officers in  
2 the division of state police, or the terms of the interest arbitration  
3 award made pursuant to subdivision 4 of section 209 of the civil service  
4 law binding the executive branch of the state of New York and the  
5 employee organization representing such unit, effective March 31, 2003,  
6 members of this unit who are required to work short swings shall contin-  
7 ue to receive compensation of thirty dollars (\$30) for each short swing  
8 they are required to work and actually work. There shall be no short  
9 swing compensation where the short swing is worked at the request of, or  
10 for the convenience of the member, as determined by the division of  
11 state police. The definition of short swing shall be a tour of duty  
12 commencing between the hours of five a.m. and nine a.m. (B line)  
13 followed by a tour of duty commencing between nine p.m. and one a.m. (A  
14 line) on consecutive days, or, a tour of duty commencing between the  
15 hours of one p.m. and five p.m. (C line) followed by a tour of duty  
16 commencing between the hours of five a.m. and nine a.m. (B line) on  
17 consecutive days. Such additional compensation shall not be payable if  
18 such member's hours of work continue from the conclusion of the former  
19 shift to the commencement of the latter shift without interruption.

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

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

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

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

27 § 15. Payment and publication of grievance arbitration settlements and  
28 awards. Notwithstanding any provision of law to the contrary, the appro-

1 priations contained in this act shall be available to the state for the  
2 payment and publication of grievance arbitration settlements and awards  
3 pursuant to article 15 of the collective negotiating agreement between  
4 the state and the employee organization representing the collective  
5 negotiating unit consisting of commissioned and non-commissioned offi-  
6 cers in the division of state police.

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

26 § 17. Deferred payment of salary increase. Notwithstanding the  
27 provisions of any other section of this act or of any other provision of  
28 law to the contrary, pending payment pursuant to this act of the basic

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

21 § 18. Use of appropriations. Notwithstanding any provision of the  
22 state finance law or any other provision of law to the contrary, the  
23 state comptroller is authorized to pay any amounts required by the fore-  
24 going provisions of this act. To the extent that existing appropriations  
25 available to any state department or agency in any fund are insufficient  
26 to accomplish the purposes set forth in this section, the director of  
27 the budget is authorized to allocate to the various departments and  
28 agencies, from any appropriations available in any fund, the amounts

1 necessary to make such payments. Any appropriations or other funds  
2 available to any state department or agency for personal service or for  
3 other related employee benefits during the fiscal year commencing April  
4 1, 2014 or April 1, 2015 shall be available for the payment of any  
5 liabilities or obligations incurred pursuant to the foregoing provisions  
6 of this act, whether occurring prior to or during the state fiscal year  
7 commencing April 1, 2014 or April 1, 2015.

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

26 ALL STATE DEPARTMENTS AND AGENCIES

- 1 Special Pay Bills
- 2 General Fund - State Purposes Account

3                   PERSONAL SERVICE

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

5                   NON-PERSONAL SERVICE

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

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

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

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

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

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

REPEAL NOTE.--Subparagraphs 5, 6, 7, and 8 of paragraph a of subdivision 2 of section 215 of the executive law, repealed by section one of this act, provided salary schedules for state employees in the particular titles in the collective negotiating unit consisting of commissioned and non-commissioned officers in the division of state police and is replaced by revised salary schedules in new subparagraphs 5, 6, 7, and 8 of paragraph a of subdivision 2 implementing an agreement between the state and the employee organization representing such unit. Paragraph a of subdivision 2 of section 207-b of the state finance law, repealed by section two of this act, provided for payments to an employee benefit fund for state employees in the particular titles in the

collective negotiating unit consisting of commissioned and non-commissioned officers in the division of state police and is replaced by a revised schedule of payments to be made to such fund in a new paragraph a implementing an agreement between the state and the employee organization representing such unit.