

(3) THIS ASSUMPTION OF LIABILITIES SHALL BE AN ASSUMPTION OF THE LIABILITIES AS THEY EXIST ON THE TRANSFER DATE.

(4) THIS SUBSECTION SHALL BE CONSTRUED AND APPLIED TO GIVE EFFECT TO ALL PROVISIONS OF LAW AND DEFENSES APPLICABLE TO THE LIABILITIES PRIOR TO THE TRANSFER DATE.

(B) ON THE TRANSFER DATE, THE MEDICAL SYSTEM CORPORATION SHALL ASSUME RESPONSIBILITY FOR THOSE CLAIMS ARISING FROM THE EMPLOYMENT OF MONTEBELLO UNIVERSITY EMPLOYEES WHICH RELATE TO OR ARISE FROM EVENTS OCCURRING AFTER THE TRANSFER DATE.

(C) NOTHING CONTAINED IN THIS SUBTITLE SHALL BE DEEMED OR CONSTRUED TO WAIVE OR ABROGATE IN ANY WAY THE SOVEREIGN IMMUNITY OF THE STATE OR TO DEPRIVE THE STATE OR ANY OFFICER OR EMPLOYEE THEREOF OF SOVEREIGN IMMUNITY.

13-1C-04.

(A) THIS SECTION SHALL BE EFFECTIVE ONLY IF THE TRANSFER, LEASE, OR OTHER TRANSFER ARRANGEMENT AUTHORIZED BY THIS SUBTITLE OCCURS.

(B) ON JANUARY 1, 1993, ALL MONTEBELLO UNIVERSITY EMPLOYEES SHALL BECOME EMPLOYEES OF THE MEDICAL SYSTEM CORPORATION.

(C) A MONTEBELLO UNIVERSITY EMPLOYEE MAY, AT HIS OR HER OPTION, BECOME AN EMPLOYEE OF THE MEDICAL SYSTEM CORPORATION BEFORE JANUARY 1, 1993.

(D) (1) ON OR BEFORE JANUARY 1, 1993, ANY MONTEBELLO UNIVERSITY EMPLOYEE WHO WISHES TO TRANSFER TO A POSITION IN THE STATE MERIT SYSTEM SHALL BE TREATED FOR PURPOSES OF THE TRANSFER AS IF THE TRANSFER WERE IN ACCORDANCE WITH ARTICLE 64A, § 31.

(2) THIS SECTION MAY NOT BE CONSTRUED TO CONFER BUMPING RIGHTS TO THESE EMPLOYEES.

(E) THE MEDICAL SYSTEM CORPORATION SHALL PERMIT CONTINUATION OF STATE EMPLOYEE ORGANIZATIONS TO REPRESENT FORMER MONTEBELLO UNIVERSITY EMPLOYEES AND TO COLLECT DUES.

~~(E)~~ (F) THE VALUE OF ANY UNUSED ANNUAL LEAVE ACCRUED BY THE MONTEBELLO UNIVERSITY EMPLOYEES SHALL BE COMPUTED AS OF THE TRANSFER DATE, AND THE STATE SHALL PAY THE MEDICAL SYSTEM CORPORATION THE VALUE OF THAT LEAVE. UPON THE REQUEST OF AN EMPLOYEE, THE MEDICAL SYSTEM CORPORATION SHALL DETERMINE WHETHER TO PAY EACH MONTEBELLO UNIVERSITY EMPLOYEE THE