

**ARTICLE THREE**  
**SALARIES AND BENEFITS OF PSYCHOLOGISTS AND SOCIAL WORKERS**

**A. Salaries and Differentials**

The salaries and differentials of psychologists and social workers covered by this Agreement, and the eligibility requirements therefor, shall be as follows:

**1. Salary Schedules**

The following salary schedules shall apply to those employed in the following titles:

**School Psychologist**  
**School Social Worker**

**Current Rates**

| Step  | Vif+VIk  | Vif2+VIk2 | Vif3+VIk3 |
|-------|----------|-----------|-----------|
| 1A    | \$43,845 | \$47,785  | \$49,098  |
| 1B    | \$43,845 | \$47,785  | \$49,098  |
| 2A    | \$44,157 | \$48,097  | \$49,410  |
| 2B    | \$44,157 | \$48,097  | \$49,410  |
| 3A    | \$44,613 | \$48,553  | \$49,866  |
| 3B    | \$46,043 | \$49,983  | \$51,296  |
| 4A    | \$47,289 | \$51,229  | \$52,542  |
| 4B    | \$48,691 | \$52,631  | \$53,944  |
| 5A    | \$49,863 | \$53,803  | \$55,116  |
| 5B    | \$51,348 | \$55,288  | \$56,601  |
| 6A    | \$52,673 | \$56,613  | \$57,926  |
| 6B    | \$56,516 | \$60,456  | \$61,769  |
| 7A    | \$58,797 | \$62,737  | \$64,050  |
| 7B    | \$61,806 | \$65,746  | \$67,059  |
| 7B+10 | \$64,974 | \$68,914  | \$70,227  |
| 7B+13 | \$65,674 | \$69,614  | \$70,927  |
| 7B+15 | \$68,347 | \$72,287  | \$73,600  |
| 7B+18 | \$69,299 | \$73,239  | \$74,552  |
| 7B+20 | \$75,904 | \$79,844  | \$81,157  |
| 7B+22 | \$80,040 | \$83,980  | \$85,293  |
| L10   | \$3,168  |           |           |
| L13   | \$3,868  |           |           |
| L15   | \$6,541  |           |           |
| L18   | \$7,493  |           |           |
| L20   | \$14,098 |           |           |
| L22   | \$18,234 |           |           |

### Rates Effective December 1, 2003

| Step  | Vif+VIk  | Vif2+VIk2 | Vif3+VIk3 |
|-------|----------|-----------|-----------|
| 1A    | \$44,722 | \$48,741  | \$50,080  |
| 1B    | \$44,722 | \$48,741  | \$50,080  |
| 2A    | \$45,040 | \$49,059  | \$50,398  |
| 2B    | \$45,040 | \$49,059  | \$50,398  |
| 3A    | \$45,505 | \$49,524  | \$50,863  |
| 3B    | \$46,964 | \$50,983  | \$52,322  |
| 4A    | \$48,235 | \$52,254  | \$53,593  |
| 4B    | \$49,665 | \$53,684  | \$55,023  |
| 5A    | \$50,860 | \$54,879  | \$56,218  |
| 5B    | \$52,375 | \$56,394  | \$57,733  |
| 6A    | \$53,726 | \$57,745  | \$59,084  |
| 6B    | \$57,646 | \$61,665  | \$63,004  |
| 7A    | \$59,973 | \$63,992  | \$65,331  |
| 7B    | \$63,042 | \$67,061  | \$68,400  |
| 7B+10 | \$66,273 | \$70,292  | \$71,631  |
| 7B+13 | \$66,987 | \$71,006  | \$72,345  |
| 7B+15 | \$69,714 | \$73,733  | \$75,072  |
| 7B+18 | \$70,685 | \$74,704  | \$76,043  |
| 7B+20 | \$77,422 | \$81,441  | \$82,780  |
| 7B+22 | \$81,641 | \$85,660  | \$86,999  |
| L10   | \$3,231  |           |           |
| L13   | \$3,945  |           |           |
| L15   | \$6,672  |           |           |
| L18   | \$7,643  |           |           |
| L20   | \$14,380 |           |           |
| L22   | \$18,599 |           |           |

### Rates Effective December 1, 2004

| Step | Vif+VIk  | Vif2+VIk2 | Vif3+VIk3 |
|------|----------|-----------|-----------|
| 1A   | \$46,287 | \$50,447  | \$51,833  |
| 1B   | \$46,287 | \$50,447  | \$51,833  |
| 2A   | \$46,616 | \$50,776  | \$52,162  |
| 2B   | \$46,616 | \$50,776  | \$52,162  |
| 3A   | \$47,098 | \$51,258  | \$52,644  |
| 3B   | \$48,608 | \$52,768  | \$54,154  |
| 4A   | \$49,923 | \$54,083  | \$55,469  |
| 4B   | \$51,403 | \$55,563  | \$56,949  |
| 5A   | \$52,640 | \$56,800  | \$58,186  |
| 5B   | \$54,208 | \$58,368  | \$59,754  |
| 6A   | \$55,606 | \$59,766  | \$61,152  |
| 6B   | \$59,664 | \$63,824  | \$65,210  |
| 7A   | \$62,072 | \$66,232  | \$67,618  |

|       |          |          |          |
|-------|----------|----------|----------|
| 7B    | \$65,248 | \$69,408 | \$70,794 |
| 7B+10 | \$68,592 | \$72,752 | \$74,138 |
| 7B+13 | \$69,331 | \$73,491 | \$74,877 |
| 7B+15 | \$72,154 | \$76,314 | \$77,700 |
| 7B+18 | \$73,159 | \$77,319 | \$78,705 |
| 7B+20 | \$80,131 | \$84,291 | \$85,677 |
| 7B+22 | \$84,498 | \$88,658 | \$90,044 |
| L10   | \$3,344  |          |          |
| L13   | \$4,083  |          |          |
| L15   | \$6,906  |          |          |
| L18   | \$7,911  |          |          |
| L20   | \$14,883 |          |          |
| L22   | \$19,250 |          |          |

**Rates Effective November 1, 2005**

| Step  | Vif+VIk  | VIf2+VIk2 | VIf3+VIk3 |
|-------|----------|-----------|-----------|
| 1A*   | \$46,287 | \$50,676  | \$52,138  |
| 1B*   | \$46,287 | \$50,676  | \$52,138  |
| 2A    | \$49,180 | \$53,569  | \$55,031  |
| 2B    | \$49,180 | \$53,569  | \$55,031  |
| 3A    | \$49,688 | \$54,077  | \$55,539  |
| 3B    | \$51,281 | \$55,670  | \$57,132  |
| 4A    | \$52,669 | \$57,058  | \$58,520  |
| 4B    | \$54,230 | \$58,619  | \$60,081  |
| 5A    | \$55,535 | \$59,924  | \$61,386  |
| 5B    | \$57,189 | \$61,578  | \$63,040  |
| 6A    | \$58,664 | \$63,053  | \$64,515  |
| 6B    | \$62,946 | \$67,335  | \$68,797  |
| 7A    | \$65,486 | \$69,875  | \$71,337  |
| 7B    | \$68,837 | \$73,226  | \$74,688  |
| 7B+10 | \$72,365 | \$76,754  | \$78,216  |
| 7B+13 | \$73,145 | \$77,534  | \$78,996  |
| 7B+15 | \$76,123 | \$80,512  | \$81,974  |
| 7B+18 | \$77,183 | \$81,572  | \$83,034  |
| 7B+20 | \$84,539 | \$88,928  | \$90,390  |
| 7B+22 | \$89,146 | \$93,535  | \$94,997  |
| L10   | \$3,528  |           |           |
| L13   | \$4,308  |           |           |
| L15   | \$7,286  |           |           |
| L18   | \$8,346  |           |           |
| L20   | \$15,702 |           |           |
| L22   | \$20,309 |           |           |

**Rates Effective October 1, 2006**

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\* Employees hired before date of ratification receive \$48,833, \$53,222 or \$54,684 effective November 1, 2005.

| Step  | Vif+VIk  | Vif2+VIk2 | Vif3+VIk3 |
|-------|----------|-----------|-----------|
| 1A    | \$47,793 | \$52,324  | \$53,834  |
| 1B    | \$47,793 | \$52,324  | \$53,834  |
| 2A    | \$50,781 | \$55,312  | \$56,822  |
| 2B    | \$50,781 | \$55,312  | \$56,822  |
| 3A    | \$51,305 | \$55,836  | \$57,346  |
| 3B    | \$52,949 | \$57,480  | \$58,990  |
| 4A    | \$54,382 | \$58,913  | \$60,423  |
| 4B    | \$55,995 | \$60,526  | \$62,036  |
| 5A    | \$57,342 | \$61,873  | \$63,383  |
| 5B    | \$59,050 | \$63,581  | \$65,091  |
| 6A    | \$60,574 | \$65,105  | \$66,615  |
| 6B    | \$64,993 | \$69,524  | \$71,034  |
| 7A    | \$67,617 | \$72,148  | \$73,658  |
| 7B    | \$71,077 | \$75,608  | \$77,118  |
| 7B+10 | \$74,720 | \$79,251  | \$80,761  |
| 7B+13 | \$75,525 | \$80,056  | \$81,566  |
| 7B+15 | \$78,599 | \$83,130  | \$84,640  |
| 7B+18 | \$79,694 | \$84,225  | \$85,735  |
| 7B+20 | \$87,290 | \$91,821  | \$93,331  |
| 7B+22 | \$92,046 | \$96,577  | \$98,087  |
| L10   | \$3,643  |           |           |
| L13   | \$4,448  |           |           |
| L15   | \$7,522  |           |           |
| L18   | \$8,617  |           |           |
| L20   | \$16,213 |           |           |
| L22   | \$20,969 |           |           |

**Social Worker-in-Training  
Psychologist-in-Training**

| Yrs. of Service | Effective<br>Effective<br>09-01-02<br>10-1-06 | Effective<br>12-1-03 | Effective<br>12-1-04 | Effective<br>11-1-05 |
|-----------------|---|----------------------|----------------------|----------------------|
| First           | \$33,717<br>\$38,775                          | \$34,391             | \$35,595             | \$37,553             |
| Second          | \$35,261<br>\$40,550                          | \$35,966             | \$37,225             | \$39,272             |

All regularly appointed psychologists and social workers will advance to the next step in the salary schedule on the anniversary date of their appointment and on March 1 of each year until they have advanced to the last step of the salary schedule.

Regular substitute school psychologists and school social workers, when assigned as such, shall be compensated at the first salary step in Schedule VIf and VIk or VIf2 and VIk2, or VIf3 and VIk3 or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Regular substitute psychologists and social workers will advance to the next step in the salary schedule upon completion of each full year of regular substitute service and on March 1 of each such year but not beyond step 4A of the salary schedule.

Regular substitute psychologists and social workers may qualify for the salary differentials payable under Schedules VIf2 and VIk2, and VIf3 and VIk3, by meeting the appropriate eligibility requirements set forth in paragraph 3 below, subject to the limitation that such substitutes may not be advanced beyond step 4A of the salary schedule.

Full-term and other-than-occasional per diem substitute school psychologists and school social workers serving in full-time vacancies shall be compensated at the first salary step in Schedule VIk or Schedule VIf, or at such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Such substitute school psychologists and school social workers will advance to the next step in the salary schedule upon completion of 170 school days of service and on March 1, following the completion of each such unit of 170 school days of service but not beyond Step 4A of the salary schedule.

Full-term and other-than-occasional per diem substitute school psychologists and school social workers serving in regularly scheduled part-time positions shall be compensated for each full day of service at the rate of one two-hundredth of the first salary step of Schedule VIk or Schedule VIf, or at the rate of one two-hundredth of such salary step and rate as may be payable pursuant to a certificate of salary fixation issued by the Chancellor in accordance with appropriate regulations. Such substitute school psychologists and school social workers will advance to the next step in the salary schedule upon completion of 170 school days of service and on March 1, following the completion of each such unit of 170 school days of service but not beyond Step 4A of the salary schedule.

## **2. Longevity Increments**

a. Effective September 16, 1998 or on such date thereafter as the requirements shall be met, additional compensation shall be paid to those psychologists and social workers eligible therefor pursuant to the conditions and at the rates set forth below. Such additional compensation shall be known as the “longevity increment” and the gross annual salary rates of psychologists and social workers to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows to appointed psychologists and social workers with the requisite years of pedagogical service in the New York City public schools:

### **Longevity Increments**

**Years of NYC Public  
School Service**

**Effective Dates**

|                     | <b>09-01-02</b>      | <b>12-1-03</b> | <b>12-1-04</b> | <b>11-1-05</b> |
|---------------------|----------------------|----------------|----------------|----------------|
|                     | <b>11-1-06</b>       |                |                |                |
| 10 but less than 13 | \$3,168<br>\$3,643   | \$3,231        | \$3,344        | \$3,528        |
| 13 but less than 15 | \$3,868<br>\$4,448   | \$3,945        | \$4,083        | \$4,308        |
| 15 but less than 18 | \$6,541<br>\$7,522   | \$6,672        | \$6,906        | \$7,286        |
| 18 but less than 20 | \$7,493<br>\$8,617   | \$7,643        | \$7,911        | \$8,346        |
| 20 but less than 22 | \$14,098<br>\$16,213 | \$14,380       | \$14,883       | \$15,702       |
| 22 or more          | \$18,234<br>\$20,969 | \$18,599       | \$19,250       | \$20,309       |

b. Pursuant to law, the service required for these longevity increments shall include teaching service outside the New York City public school system and/or related non-teaching experience for which salary credit was granted by the Board prior to April 12, 1971.

### **3. Eligibility Requirements**

a. In any and all schedules herein set forth, advancement by increments to salary steps shall be conditioned upon regulations adopted by the Board of Education upon the recommendation of the Chancellor.

b. Rates under Schedules VI<sub>f</sub> and VI<sub>k</sub> shall be paid to all employees who do not meet the requirements for Schedules VI<sub>f2</sub> and VI<sub>k2</sub> or VI<sub>f3</sub> and VI<sub>k3</sub> as hereinafter set forth.

c. (1) Commencing September 1, 1969 eligibility for a differential (Schedules VI<sub>f2</sub> and VI<sub>k2</sub>) shall be acquired by a psychologist or social worker who

(a) holds an approved master's degree issued by a recognized college or university and who, after having earned the baccalaureate, has satisfactorily completed thirty (30) semester hours of approved credits in college or university study and/or effective September 1996, professional development courses and/or activities approved by the Chancellor; or

(b) holds an approved sixty (60) credit master's degree issued by a recognized college or university;

Provided, however, that a psychologist or social worker regularly employed by the Board of Education on June 30, 1967, who had satisfied the conditions of eligibility then existing or who satisfied those conditions not later than June 30, 1970, shall not be affected by this alteration of the conditions of entitlement.

(2) Rates under Schedules VI<sub>f2</sub> and VI<sub>k2</sub> shall be paid to an employee who was regularly employed on June 30, 1967, and who qualifies for a salary differential not later than June 30, 1970, by reason of (a) having completed sixty (60) semester hours of approved study beyond the baccalaureate degree, or (b) having completed sixty (60) semester hours of approved study beyond such courses offered for and accepted by the Board of Examiners as the equivalent of a baccalaureate degree for eligibility for the license under which the employee is serving at the time of filing application for salary differential. All college credits creditable toward college work in excess of the number

required for the baccalaureate, whether earned before or after graduation, shall be applicable for purpose of this differential.

(3) Effective for courses commenced after September 8, 1980, correspondence courses will no longer be acceptable for salary differentials or advancement on the increment schedule.

d. Effective July 1, 1964, or on such date thereafter as the requirements shall be met, an employee shall be paid an additional salary differential by reason of having earned an approved doctorate issued by a recognized college or university, with specialization in the field of psychology or in social work. Such differential is included in the rates under Schedules VI f3 and VI k3.

For purposes of such differential, the field of psychology includes and is limited to:

- |                          |                                   |
|--------------------------|-----------------------------------|
| Psychology               | Educational Psychology            |
| Child Psychology         | Personality and Social Psychology |
| Clinical Psychology      | School Psychology                 |
| Developmental Psychology | Social Psychology                 |

The doctorate in social work must be from an approved school of social work.

e. When the payment of a salary differential is based upon the completion of additional approved study, qualification for the differential and the effective date thereof shall be evidenced by a certificate issued by the Chancellor in accordance with appropriate regulations approved by the Board of Education.

**B. Staff Development Rate**

The hourly rate for paid attendance at training sessions shall be:

|                                  |         |
|----------------------------------|---------|
| Current .....                    | \$16.63 |
| Effective December 1, 2003 ..... | \$16.96 |
| Effective December 1, 2004 ..... | \$17.29 |
| Effective October 1, 2006 .....  | \$17.85 |

**C. Salary Credit**

**1. Regular Substitute Service**

An appointee as a regular psychologist or social worker who has performed prior satisfactory service as a regular substitute psychologist or social worker for a period of one (1) or more terms during the ten (10) year period preceding his appointment shall be placed in the appropriate salary schedule as though all such regular substitute service had been performed in the capacity of a regular psychologist or social worker; and such appointee shall be given salary credit for each term of such regular substitute service preceding appointment.

**2. Per Diem Substitute Service**

An appointee as a regular psychologist or social worker shall be granted one (1) year of salary credit for each 170 days of prior satisfactory service as a substitute psychologist or social worker or teacher in the day public schools of the City of New York, provided that such substitute service was performed during the period of five (5) years immediately prior to appointment.

An appointee as a regular psychologist or social worker who has had 85 or more days of such substitute service, but less than 170 days, or who has 85 or more days in excess of 170 days or multiple thereof, shall receive one (1) term of salary credit.

An appointee as a regular psychologist or social worker who has had three (3) years or more of such substitute service during the period of five (5) years immediately prior to appointment shall receive salary credit, similarly computed, for substitute service rendered during the period of ten (10) years immediately prior to appointment.

Newly-appointed persons shall enter at a salary step not higher than step 6A and shall receive salary credit for each term up to twenty (20) of prior regular substitute service and prior per diem substitute service.

#### **D. Credit for In-Service Courses**

Where records of in-service courses needed to establish eligibility for salary differential are not available, an affidavit by the employee-applicant for salary differential shall be accepted by the Board in lieu of other evidence of course completion, provided that such affidavit includes the following:

1. approximate date of completion of the course;
2. such description of the course as the applicant can furnish;
3. a statement that the employee-applicant received a salary increment during the year that he/she completed the course and that such increment was granted upon submission of evidence of completion of the course;
4. a statement that the employee-applicant did not during the year in question qualify for salary increment on any basis other than completion of the in-service course.

#### **E. Vacation Pay**

##### **1. Summer Vacation Pay**

Summer vacation pay shall be prorated for the school year in which employees are appointed and for the school year in which their service ceases on the following basis: employees who are appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their appointment or cessation of service as follows: one-tenth of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are appointed or cease service except that service of less than a major fraction during the first month of appointment shall be credited for summer vacation pay. The pro-rating of summer vacation pay for the year in which employees are appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employee's entitlement to any other benefit including health insurance and welfare coverage he would have received under the prior method of payment.

An employee who serves as a regular or per diem substitute and is appointed after the beginning of the school year shall be entitled to the additional vacation pay of a regular or per diem substitute for the year in which he is appointed on the basis of his substitute service prior to his appointment.

##### **2. Vacation Pay Credit and Service Credit**

a. The estate of an employee who dies during the school year shall receive a pro-rata amount, based on the length of his employment during the school year, of the vacation pay he would have received had he been employed during the entire school year. This section shall not apply to those employees who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended.

b. A regularly appointed employee who has rendered actual service during any school year covered in part by leave of absence for maternity and child care shall be given credit for salary increment purposes for any pro-rata vacation pay received for such service.

## **F. Health Insurance and Welfare Benefits**

### **1. Choice of Health Plans**

The Board agrees to arrange for, and make available to each employee, a choice of health and hospital insurance coverage from among designated plans and the Board agrees to pay the full cost of such coverage.

Regularly appointed employees who are laid off and who are covered by a health and hospital insurance plan at the time they are laid off shall continue to be so covered for ninety days from the day on which they are laid off, and the Board will pay the full cost of such coverage.

The Board, the Union and the City of New York ("City") continue to discuss on an ongoing basis, the citywide health benefits program covering employees represented by the Union and employees separated from service. Any program-wide changes to the existing basic health coverage will be expressly incorporated into and made a part of this Agreement.

The provisions of Appendix B (Health Insurance) shall apply as modified herein.

### **2. Supplemental Benefits**

The Board will provide funds at the rate of \$1,520 effective May 31, 2003 (\$1,585 effective July 1, 2004; \$1,620 effective July 1, 2005; \$1,685 effective January 1, 2006 and \$1,585 effective July 1, 2006) per year on a pro-rata basis per month on behalf of each employee, for the purpose of making available for each employee supplemental welfare benefits and for the purpose of making available college scholarships for children from low income families graduating from the city's public high schools under a plan to be devised and established jointly by representatives of the Union and of the Board.

Domestic partners of covered employees will be provided with welfare fund benefits in the same manner in which covered employees who are married receive such benefits for their spouses.

The Board will continue to make payments for supplemental benefits at the rates per year set forth herein on a pro-rata basis per month for ninety days from the day of layoff on behalf of each regularly appointed employee who is laid off.

The Union shall establish a supplemental welfare benefits fund program for employees represented by the Union who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the Union to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

a. Eligible employees separated from service from July 1, 1970 through September 8, 1982

|                           |         |
|---------------------------|---------|
| Effective May 31, 2003    | \$960   |
| Effective July 1, 2004    | \$1,025 |
| Effective July 1, 2005    | \$1,060 |
| Effective January 1, 2006 | \$1,125 |
| Effective July 1, 2006    | \$1,025 |

b. Eligible employees separated from service after September 8, 1982

|                           |         |
|---------------------------|---------|
| Effective May 31, 2003    | \$1,400 |
| Effective July 1, 2004    | \$1,465 |
| Effective July 1, 2005    | \$1,500 |
| Effective January 1, 2006 | \$1,565 |
| Effective July 1, 2006    | \$1,465 |

Employees who are separated from service and thereafter return to active service will be entitled to the same Welfare Fund benefits as other active employees. For the period of their active employment, such employees will not also receive retiree benefits. Accordingly, the Union Welfare Fund will receive only one contribution on behalf of each such employee, which shall be at the applicable contribution rate for active employees.

The Health Benefits Agreement, dated July 22, 2005, is deemed to be part of this Agreement. The side letter agreements between the City Commissioner of Labor Relations James F. Hanley, and UFT President Randi Weingarten, dated June 30, 2004 and July 13, 2005, is deemed to be part of this Agreement. Pursuant to those Agreements, the parties have agreed to a series of payments to the Welfare Fund.

Pursuant to the Municipal Labor Coalition Benefits Agreement, the Union Welfare Fund shall provide welfare fund benefits equal to the benefits provided on behalf of an active Welfare Fund-covered employee to widow(ers), domestic partners and/or children of any active Welfare Fund-covered employee who dies in the line of duty as that term is referenced in Section 12-126(b)(2) of the New York City Administrative Code. The cost of providing this benefit shall be funded by the Stabilization Fund.

### **3. Health Care Flexible Spending Account**

a. A flexible health care spending account shall be established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. The labor-management health committee which includes Union and City representatives may modify these contributions levels, based on experience of the plan.

b. Expenses covered by the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative annual fee of \$48.00 shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

#### **4. Dependent Care Assistance Program**

a. A dependent care assistance program shall be established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Participating employees shall contribute at least \$500 per year up to a maximum of \$5,000 per year. The labor-management health committee which includes Union and City representatives may modify these contribution levels, based on experience of the plan.

b. An annual administrative fee of \$48.00 shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

#### **G. Reimbursement for Medical Expenses**

Employees shall be reimbursed by the Board for reasonable medical expenses, not exceeding \$750, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

In accordance with existing regulations, as they may be modified by the parties, this limit is waived for employees injured as a result of an unprovoked assault while on duty or while on school premises.

#### **H. Damage or Destruction of Property**

1. Employees shall not be held responsible for loss within a school or other Board facility of Board property when such loss is not the fault of the employee.

This does not exonerate the employee from responsibility for Board property in his charge.

2. The Board will reimburse employees, in an amount not to exceed a total of \$100 in any school year for loss or damage or destruction, while on duty in a school, or other Board facility, of personal property of a kind normally worn to or brought into a school or other Board facility, when the employee has not been negligent, to the extent that such loss is not covered by insurance.

The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

#### **I. Salary Payments**

1. The parties agree that a biweekly payroll gives an employee a date certain for receipt of their pay. Therefore, the Board will convert the pedagogical payroll to a biweekly payroll from a semi-monthly payroll as soon as practicable. The parties will make whatever contractual changes are technically necessary to accomplish this goal.

2. On the last day of the school year, employees shall receive five (5) paychecks which are not to be cashed until the date appearing on the paychecks dated on or about June 30, July 15, July 30, August 15 and August 31.

The Board and the Union agree that any employee who attempts to cash or cashes any of these five paychecks prior to the date on the paycheck(s) shall thereafter reimburse the Board and/or the City of New York for any costs resulting from such action by deduction of such costs from the payments due to said employee.

The early distribution of these five paychecks shall end if five (5) percent of the paychecks in any one summer are prematurely cashed and the practice in existence prior to this agreement shall resume.

3. The Board will recommend to the Comptroller of the City of New York that he/she itemize more fully employee pay checks and that he/she provide accompanying explanations when lump sum payments are made.

4. The Board has in place an electronic funds transfer (EFT) program without resort to a payroll lag for those bargaining unit members who are regularly scheduled employees in titles paid on the Q Bank and who elect the receipt of their paychecks by electronic funds transfer. Annual enrollments will take place each March.

## **J. Transportation Benefits**

### **1. Use of Personal Cars**

Psychologists and social workers, except those who work primarily in mid-town Manhattan, if given authority to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor shall be reimbursed in accordance with the allowance established by the City Comptroller.

It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

### **2. Transportation Benefit Program**

Employees are eligible to participate in the NYC Transit Chek Program.

## **K. Performance Incentives Committee**

A committee co-chaired by the Chancellor, the President of the UFT and the New York City Commissioner of Labor Relations, or his or her high-ranking designee, shall be established to investigate the viability and desirability of merit pay and to address other compensation issues such as comparability, skills and responsibility, shortage and hard to staff areas and potential career ladder opportunities.