

Documentation Required to Ensure Timely Processing of Lump Sum Payment Requests:

The process to calculate lump sum entitlements must begin with a letter of retirement (or resignation, termination, etc.) from the employee to the timekeeper. It is also the responsibility of employees anticipating separation of service for any reason to ensure that appropriate documentation is on file with his/her timekeeper or is made available upon request in order to expedite the processing of any lump sum payment for accrued sick and annual leave. Such documentation includes:

1. Certification of Filing of an Annual Financial Disclosure Report: This certification is required for the last year of service. The certification confirms that Financial Disclosure Reports (based on Chancellor's regulation C-120), and a more detailed Annual Financial Disclosure Report (based on the Department of Investigation's Directive 91) for certain civil service positions, have been filed for the past three years in addition to a Financial Disclosure Report filed for the period of service starting January 1st through the date of separation of service. Blank reports may be obtained from your personnel manager. Completed Annual Financial Disclosure Reports must be filed with the Office of Ethics and Conflicts of Interest (OECI). OECI will subsequently issue a certificate of filing. Questions concerning this certification can be forwarded to the Office of Ethics and Conflicts of Interest at 65 Court Street – 9th floor, Brooklyn, NY 11201.
2. Timesheets and Related Back-Up Documentation: Photocopies of signed timesheets and related back-up documentation (e.g., signed "Applications to Use Earned Annual/Sick Leave or Report of Non-Chargeable Absence," OP 221's, etc.) should be retained by employees in the event that originals have been misfiled.
3. Doctor's Notes: Signed doctor's notes are required back-up documentation for any monthly timesheet (or timesheets if the absence crosses over into a new month) indicating more than 3 consecutive sick days.
4. Proofs of Rejection of Request to Take Excess Annual Leave (or Approval to Carry Over Excess Annual Leave if submitted prior to January 1, 2000): Such letters signed by both the employee and the supervisor must be on file for any timekeeping year ending on August 31st) that annual leave exceeds two years of accrued time.
5. Letters of Conditions of Employment: If the administrator or committee who hired you agreed to special vacation/sick leave benefits.
6. Copies of Earned Annual and Sick Leave Carried Over From Jobs With Other City Agencies (Form 9909 for managers and Form DP 2001 if applicable).
7. Letter from the employee's retirement system stating the date of retirement.

Limitations Concerning Lump Sum Payments:

1. Annual Leave Payment Limitation: The payment of current annual leave (i.e. not vested time) is limited to a maximum payment equivalent to:

- a) 3 years of accrued time if there has been less than 5 years of continuous service;
- b) 4 years of accrued time if there has been 5 to 10 years of continuous service; and
- c) 5 years of accrued time if there have been 10 or more years of continuous service.

Accrued Sick Leave Payment Limitation: The number of sick days allowed to be paid as part of an employee's lump sum entitlement is determined as follows:

- a) Vested sick leave: One half of the employee's vested sick leave may be counted towards the lump sum payment provided that the employee has had at least ten years of continuous service. Since no more than 200 vested sick days may be accrued, the maximum payment for this segment of the total lump sum payment is the equivalent of 100 working days of service.
 - b) Current sick leave: One third of an employee's current sick leave balance may be counted towards their total lump sum payment provided that the employee has had more than 10 years of continuous service and a final current sick leave balance of at least 60 days.
 - c) The maximum total payment for vested and current sick leave combined is the equivalent of 120 days of service.
2. Limitation on Vacation Time Allowed During Last year of Service: During the twelve (12) months immediately preceding final separation from service, managerial employees are not permitted to use more annual leave than can be earned in one year. However, if the manager separating from service has vacation carryover letters on file indicating that such requests to use excess vacation days were denied, the amount of vacation time that may be taken during the 12 months of service may be extended by the number of excess days previously denied. Exceeding the number of allowable vacation days to be taken during the last 12 months of service can result in a reduction of the final lump sum entitlement.

Caveats:

1. The last day of service immediately preceding the date of separation from service must be an active working day (i.e., the last day cannot be taken as a personal business, vacation or sick day). The result of such an action could be a reduction in the final lump sum entitlement.
2. All administrative employees should not have accrued negative sick time during any year of their employment with the Board of Education. Employees should confirm with their timekeepers that sick time negative balances were reduced to zero at the end of the year in which the negative balance was accrued by subtracting a number of accrued vacation days equal to the negative sick leave balance. Negative sick time balances not reconciled in

this manner at the end of each timekeeping year will be reconciled at the time of separation of service by subtracting an equal number of vacation days from the accrued vacation time balance prior to calculation of lump sum benefits.

3. Transferring managers from another City agency should confirm that the Division of Human Resources has retained a copy of Form 9909 and, if necessary a Form DP 2001 received from the transferring agency. Employee should retain copies of these documents for their own records. Missing 9909s/DP 2001s can significantly delay the processing of Lump Sum payments following separation from service.
4. If an agreement was made at the time of employment with the Board of Education of benefits that are exceptions to those delineated in Chancellor's Regulation 607 (e.g., earned vacation time, use and credit of accrued vacation, sick and compensatory time) the agreement should have been made in writing and signed by the person responsible for hiring the employee. Copies of such agreements should have been filed with the Division of Human Resources with copies in the employee's personnel folder.