

SECTION 7

RELOCATION AND
TERMINATION POLICIES

TERMINATION OF EMPLOYMENT

While we hope that your employment with the Conference will be long and rewarding, circumstances may arise which require termination of your employment, and the following information is important in this regard.

Under the "at will" relationship that we maintain with our employees, the Conference may elect to terminate employment for any reason, with or without cause and with or without notice. Circumstances which may require termination of employment include, but are not limited to, violation of employee conduct and work rules of the Conference, reduction in force, unsatisfactory performance, change in staffing requirements, reorganization, or any other reason that the Conference determines is appropriate.

Employees are asked to provide written notice of their intention to resign, at least two weeks in advance of their proposed resignation date.

Supervisors will schedule exit interviews for all employees as they move from employment with the NCNY Annual Conference. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, return of Conference property, materials and information, as well as to provide employees with an opportunity to discuss their job-related experiences. Documentation that the interview occurred will be provided by the Supervisor to the employee, and will be signed by both parties. The employee will have an opportunity to request an interview with the NCNY Personnel Team. The NCNY Personnel Team also reserves the right to request an interview with the exiting employee.

Employees will receive their final pay for wages earned through their termination date in accordance with applicable state law.

All accrued, vested benefits that are due and payable at termination will be paid in accordance with policies, procedures and terms that apply to the specific benefits involved. Payment of accrued benefits may be held for up to 28 business days following the employee's termination date.

Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

A. Moving Expenses for Exempt Staff

1. Moving expenses for retiring staff with five or more years of service will be paid for one move for a distance not greater than that of the original move at the time of hiring. The move shall be made within one year prior to or up to two years after

retirement, with a limit of \$3,000, based on years of service. For each year of full time service (prorated for part time service) in NCNY Conference, \$150 will be paid toward a retirement move.

2. Moving expenses incurred as a result of involuntary terminations due to reductions in workforce, health factors, or transfers of job location may be paid at the discretion of the Director of Connectional Ministries in consultation with the Finance Team.

3. Moving expenses paid for staff may be, by IRS regulations, considered as income, and, as such, may be required to be reported to the IRS at the end of the calendar year in which such expenses are paid.

"Qualified" or deductible moving, expenses include only:

- a) the reasonable expenses of moving household goods and personal effects from a former residence to a new residence, provided that the new place of work is at least 50 miles farther from the former residence than the previous job site is from the former residence, and
- b) expenses which are qualified moving expenses related to that portion of the move which occurs within the NCNY Conference boundaries.

The cost of meals, pre-move house-hunting expenses, and temporary living expenses, are never qualified expenses and as such are considered taxable income if reimbursed.

B. Involuntary Separation Pay

Prior to termination, the supervisor will meet with the NCNY Personnel Team to develop a financial package for the involuntarily-separated employee, but in no event shall the financial package exceed six months' pay.

C. Separation of Clergy Staff

If United Methodist clergypersons under Appointment to an Extension Ministry are terminated, the NCNYAC must notify in writing the bishop of the Annual Conference of which the terminated employee is a member. The letter of notification should state the reason for the termination, if any, and a response from the bishop should be requested. The purpose of this procedure is to insure that the bishop is aware of the clergyperson's status.

D. Downsizing, Reorganization, Relocation, or Closing

It shall be the policy of the NCNYAC to provide the following benefits to lay employees[1] in the event of a significant downsizing, reorganization, change in job classification, relocation, or closing.

1. Severance Pay

- a) Severance pay will be paid on the following schedule. Base salary is defined as the employee's regular rate of pay, exclusive of overtime, fringe benefits or other forms of compensation. It is determined at the employee's termination date and will not be affected by any salary reviews then pending or in process.
 - Less than 1 year: 2 weeks of base salary [2]
 - 1 year to 9 years: 2 weeks of base salary, plus one week for each year of service
 - 10 years and up: 2 weeks of base salary, plus one week for each of the first 9 years of service, plus 2 weeks for each year thereafter, up to a maximum of 26 weeks
- b) Employees will be entitled to severance pay under the following conditions:
 - The employee must remain an employee of the NCNYAC in good standing (e.g., he/she must not resign or be terminated for misconduct, poor performance or any other violation of policy) through the date set for the termination of his/her employment; and,
 - The employee must execute a General Release and comply with all of the conditions specified in that document.
- c) Employees who are eligible for severance may elect to take their severance pay in a lump sum or in bi-weekly payments for the period of time severance is payable, subject to any limitations specified in this policy.
- d) All severance payments, whether lump sum or bi-weekly payments, will be subject to normal withholdings and deductions, including the deduction of employee-portion premiums required for three months of continued medical insurance coverage, unless the employee declines that coverage (see Section 2, Continued Benefits, below). Additionally, to the extent permitted by law, any severance pay to which the employee is entitled will be offset by any amounts the employee owes the NCNYAC, (e.g., overuse of vacation or sick leave).

e) The lump sum payment or the first of the bi-weekly payments will be made beginning the first payment period after the employee's termination date and the expiration of the seven-day revocation period specified in the General Release.

f) Any vacation earned but not used will be paid to the employee as part of the lump sum payment or with the last bi-weekly payment. Vacation accrual will cease as of the employee's termination date. There will be no payment for accrued, unused sick days, personal days or compensatory time.

g) Once the employee has satisfied the requirements for payment of severance, that benefit is vested and will be payable to his/her designated beneficiary in the event of the death of the employee.

2. Continued Benefits

Medical Insurance Coverage: The NCNYAC will pay the employer's portion of three month's medical insurance premiums beyond the date of termination, with the employee's portion to be deducted from the lump sum payment or the semi-monthly payments, whichever is applicable. Thereafter, employees may elect to continue their medical insurance coverage, including dependent coverage, for an additional period of up to nine (9) months, during which time employees will be responsible for the full premium payment, payable in advance on a monthly basis. Election forms will be provided at the time of termination. An employee who elects not to accept continued insurance coverage or who cancels coverage before the end of the first three months will not be eligible for any additional compensation in lieu of the paid employer premiums.

3. Stay Bonus

a) In order to complete specific projects or otherwise assist in the transitioning of the Conference's work, some employees may be asked to continue working for a specified period of time beyond the established termination date. Such critical positions will be determined by the Director of Connectional Ministries or the Treasurer, in consultation with the elected officers of the conference council, and will be identified at the time the downsizing is announced.

b) Employees in critical positions will be eligible for a stay bonus of up to one and one-half times their base pay for a period of up to 90 days[3] which is in addition to their regular rate of pay.

c) Additionally, the conference budget for the downsizing must specify the total cost of proposed stay bonuses, and must be approved in advance by the Finance Team.

d) A stay bonus will be payable only if the employee remains employed in good standing through the entire period he/she is asked to continue working and executes the General Release. The stay bonus will be payable with the lump sum or with the last semi-monthly payment, depending upon the option the employee elects.

4. Placement With Another United Methodist Agency

a) Those employees affected by the downsizing who are interested in remaining employed with The United Methodist Church may submit a profile that can be circulated to other agencies of the church in order to determine the availability of any suitable position. To the extent that a new position involves relocation, any such relocation will be subject to the existing policies of the receiving agency.

b) No severance or benefits will be paid to any employee who accepts a position with another United Methodist agency, unless the position has been offered and accepted, but is not available at the time of the employee's termination date. In the event the position is not available for a period of time, the employee will receive severance and benefits for that period of time until the position is open, or for the period he/she would otherwise have been eligible, whichever is less. The same policy will apply in the event a position is not offered to and accepted by the employee until after he/she is terminated.[4]

c) Any employee who has accepted a position with another United Methodist agency (where that position is not available for a period of time) or who is under serious consideration for but has not been offered or has not accepted such a position at the time of termination will not be eligible for the lump sum option on severance pay until the employee is no longer considering or being considered for that position.

d) An employee who accepts a position with another United Methodist agency will still be eligible for a stay bonus, provided he/she complies with all requirements for eligibility.

e) An employee who is offered and declines a position with another United Methodist agency will not forfeit his/her eligibility for severance pay and benefits.

5. Outplacement Counseling

All employees affected by the downsizing will be offered an appropriate package from an outplacement firm that will provide assistance in career option analysis, resume preparation, application completion, interviewing skills, networking, access to job banks, skill training, etc. Outplacement options will differ depending upon the position the employee holds. Employees will be notified individually of the services for which they are eligible.

6. Retirement

Those employees who are eligible for retirement, either by virtue of age or years of service, will have the option of retiring from the NCNYAC, rather than being terminated. Such employees will be eligible for severance payments and other benefits as described in this policy, except that the employee's eligibility for continuing medical insurance coverage will be governed by the terms of policies for retirees.

Notes:

[1]Clergy will be governed by the terms of the conference policy.

[2]"Base Salary" is defined as the employee's regular rate of pay, exclusive of overtime, fringe benefits, or other forms of compensation. It is determined at the employee's termination date and will not be affected by any salary reviews then pending or in process.

[3] Although the period the employee is asked to work may, in some limited instances, exceed 90 days.

[4] In such a case, severance pay will cease as of the time the employee accepts the new position.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about this organization, and I understand that I should consult my Supervisor regarding any questions not specifically addressed in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I have entered into my employment relationship with this organization voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the organization can terminate the relationship at will, with or without cause, at any time.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S SIGNATURE

DATE

EMPLOYEE'S NAME (TYPED OR PRINTED)