

THE CITADEL
The Military College of South Carolina
171 Moultrie Street
Charleston, SC 29409

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

MEMORANDUM
NUMBER 2-112

1 January 2010

Reduction-In-Force
(Effective 1/1/2010)

I. Policy

- A. This policy describes the manner in which employees of The Citadel will be released if a reduction-in-force (RIF) becomes necessary.
- B. The policy is designed to be fair and equitable to all employees without regard to race, color, religion, sex, age, national origin, disability, or veteran status.
- C. A reduction-in-force may require the separation, involuntary demotion, reassignment, or reduction in work hours of the Citadel's covered employees. A reduction in force does not apply to non-covered employees (e.g., probationary employees, temporary employees, temporary grant employees, time-limited employees, research grant employees and employees exempt from the State Employee Grievance Procedure Act).
- D. The Citadel may implement a reduction in force for one or more of the following four reasons:
 - A. Reorganization
 - B. Work Shortage
 - C. Loss of Funding
 - D. Outsourcing/Privatization
- E. An employee who competes in a reduction-in-force while on authorized leave shall retain the same status as if the employee was not on authorized leave at the time of the reduction-in-force.

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

II. Management Decisions

The Citadel shall determine the following items prior to developing the reduction in force plan:

- A. What is the reason(s) for the reduction in force;
- B. What area(s) of the agency are to be impacted by the reduction in force
[Competitive Area(s)]
- C. What state class title(s) within the competitive area(s) are to be affected
[Competitive Group(s)]
- D. How many positions in each state class title(s) are to be eliminated.

III. Competitive Areas

- A. The appointing authority will define the area within which the mechanics of the reduction-in-force procedure are to apply. This area may be the entire College, a department, a unit, or a geographical location. The President may establish a more restricted area where the staff in that area is separately organized and clearly distinguishable from the staff in other areas and where interchange of employees of the class involved would not be practical.

IV. Competitive Groups

- A. Within a competitive area, competition will be among all employees holding positions in the specified competitive class(es). If the reduction-in-force is to apply to more than one class, each class will be treated separately, except where reductions are to be made in a class of positions which is one of a series of related classes (i.e., Administrative Specialist I, Administrative Specialist II, Administrative Assistant) or in state class titles that are part of the Citadel's customary career path (i.e., Administrative Assistant, Communications Coordinator, Program Coordinator II, Program Manager I).

V. Position Identification

The Citadel shall identify the position(s) within the competitive area(s) and competitive group(s) by identifying the following information:

- A. State Class Title
- B. State Class Code

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

C. State Band Level

D. Total number of positions in the state class title within the competitive area; and

E. Total number of positions in the state class title within the competitive area to be eliminated.

VI. Retention Points

The Citadel shall calculate retention points for covered employees in the competitive area(s) and competitive group(s) to be used in determining which covered employees are to be involuntarily demoted, reassigned, have reduced hours, or separated. Retention points will be based on the total scores of annual performance appraisals for the preceding two years and the length of continuous service with the State. The sum of retention points for performance and the points for length of service will constitute the total number of retention points for an employee with one exception. See item C, below.

A. Performance Appraisal Points

For the purpose of establishing a total score for annual performance ratings which will be used in computing total retention points, the following numerical values will be assigned. The table below is used for those employees receiving evaluations prior to the effective date of this policy.

Substantially Exceeds Performance Ratings	3	
Exceeds Performance Ratings		2
Meets Performance Ratings	1	
Below Performance Ratings	0	

Any evaluations completed after the effective date of this policy, will use the following values:

Exceptional	3
Successful	1
Unsuccessful	0

The point values for each rating will be computed using the rating scale that was in place at the time of the specific EPMS evaluation.

The Agency will recognize the performance ratings as follows for current state employees transferring to this agency for reviews conducted on or

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

after the effective date of this policy: “Substantially Exceeds Requirements” and “Exceed Requirements” as “Exceptional,” “Meets Performance Requirements” as “Successful,” and “Below Performance Requirements” as “Unsuccessful.”

For any year in which the employee does not receive an actual evaluation with a rating, the employee will receive a Successful rating for that year; however, if in the previous year, the employee received a higher than Successful rating the employee will receive the points for the higher rating.

B. Continuous State Service Points

Covered employees will receive one retention point for each year of continuous state service after completion of a 12-month probationary period. After the one year probationary period, six months or more will be considered as one year; less than six months will be disregarded.

C. Exception to Procedure for Retention Point Calculation

If every position in the competitive area is being eliminated, the Citadel is not required to calculate retention points. For positions reestablished within one year of the RIF, in the same competitive area and in the same state class title, the Citadel will calculate retention points at the time of recall or reinstatement. The Citadel will calculate retention points using continuous state service and performance appraisal points based on the effective date of the reduction in force.

D. Additional Retention Credits

When a covered employee is bumped from a position with a higher pay band in a state class title series or the Citadel’s established normal career path of state class titles to compete with others for a position in a lower pay band, covered employees will receive an additional two (2) retention points. Bumping rights are provided only downward. Under no circumstances can an employee gain from a reduction-in-force.

E. Retention of Necessary Qualifications

No employee with a lower number of retention points will be retained in preference to another employee in the competitive area(s) and group(s) who is higher in the order of reduction-in-force, except under the following conditions:

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

If an employee is competing for a position that is not being eliminated and the Citadel asserts that an employee with higher retention points who has rights to be placed in that position cannot satisfactorily perform the duties of the position within a reasonable training period, the employee with lower retention points may be retained in preference to the employee with higher retention points. The Citadel may determine that the employee with higher retention points will not be able within a reasonable training period to satisfactorily perform the duties of the job based on the lack of knowledge, abilities, skills, supervisory status or necessary experience.

When a Retention of Necessary Qualifications is used in a reduction in force plan, justification for this retention must be documented and approved by the Citadel prior to submitting the reduction in force plan to the Budget and Control Board's Office of Human Resources for review and approval for procedural correctness. The Citadel should retain documentation to support any retentions made on this basis.

VII. Sequence of Reduction-In-Force

- A. The order of the reduction-in-force of permanent employees in each class will be governed solely by the accumulation of total retention points.
- B. If two or more employees affected by a reduction-in-force have the same number of retention points for a position in the order of reduction-in-force, the employment date with The Citadel will determine the order of the reduction in force. The covered employee with earlier agency hire date will be retained. If after using the agency hire date to determine the order of affected employees a tie still exists; the agency will place the names of those employees with whom the tie exists in a hat. The name(s) drawn from the hat will be retained.

VIII. Reduction-In-Force Plan

- A. Prior to the implementation of a reduction-in-force, the Director of Human Resources will develop and review a reduction-in-force plan to ensure that it includes the following:
 - 1. The reason for the reduction in force.
 - 2. Identification of competitive area(s).

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

3. Identification of competitive group(s) or class(es).
4. The number of position(s) to be eliminated in each competitive class.
5. The proposed list of employees, in order of retention points, in the competitive area(s) and competitive group(s) including:
 - a. Name
 - b. Age, Race, and Gender of all employees within the competitive group
 - c. Retention Points
6. Justification of any retention of necessary qualifications listed in this policy.
7. The efforts that will be made to assist employees affected by the reduction in force.

IX. Approval Process

- A. Once the reduction in force plan has been completed, The Citadel shall submit the following information to the State Office of Human Resources for review and approval for procedural correctness:

The reduction in force plan as outlined in Section VIII;

- a. An organizational chart including each position (designated with the state class title and incumbent's name) within the competitive areas.
 - b. A copy of the Citadel's reduction in force policy
 - c. A sample letter to employees affected by the reduction in force including information as outlined in Section VIII, along with:
 1. A list of the employee's recall and reinstatement rights;
 2. The Citadel's procedure for the recall of an employee; and
 3. The employee's grievance rights.
- B. Written notice will be given to the employees affected by the reduction in force plan from the Director of Human Resources, before any action is taken.

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

- C. A copy of the plan shall be available upon written request for perusal by an employee or former employee who is adversely effected. The order in which names appear on the competitive roster will be made available to the employee; however, no employee may see the retention points.

X. Implementation of the Reduction in Force

- A. After a reduction-in-force plan is reviewed and approved for procedural correctness by the Budget of Control Boards Office of Human Resources and before it becomes effective, affected employees will be informed on several matters. A counselor from Human Resources or the employee's supervisor will provide, on an individual or group basis, the following information:
 - 1. The reason for the reduction in force.
 - 2. The competitive area(s) and competitive class(es) in which the employee competed.
 - 3. The benefits to which the employee is entitled and the effects upon State benefits, such as group insurance, retirement, etc.
 - 4. The employee's reinstatement rights (e.g., reinstatement of all sick leave; option of buying back all, some, or none of the annual leave at the rate at which it was paid out).
 - 5. The employee's recall rights to any position, within the competitive area, that becomes available in the same state class title as the position the employee held prior to the reduction in force. Serious efforts will be made to assist the affected employee(s) in finding other work.
 - 6. The manner in which the Citadel will notify the employee of any such vacancies.
 - 7. The requirements of SC Code of Laws Ann. Section 8-11-185, which requires the Citadel to report information about the employees (separated) in a reduction in force to the Office of Human Resources.

XI. Recall and Reinstatement Rights

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

An employee affected by a reduction in force has recall and reinstatement rights to a position in state government for one year after the effective date of the reduction in force.

A. Recall Rights

If a vacancy occurs within the competitive area which is in the same State class title as the position the employee held prior to the reduction in force, the Citadel will recall employees in the inverse order of the reduction in force. The Citadel will notify the employee in writing of the job offer and recall rights. If the employee does not accept the job offer within ten days, the employee's recall rights are waived. Should the employee accept the job offer, the Agency will reinstate the employee's accumulated sick leave, and will provide the employee the option of buying back all, some, or none of his annual leave at the rate it was paid out at the time of the separation. Upon returning to employment in an insurance eligible Full-Time Equivalent (FTE) position, the employee will also be offered insurance benefits as a new hire. The recalled employee may purchase retirement service credit under the leave of absence provision in Section 9-1-1140(D) for the period of time that the employee was not employed by state government, at the cost specified in Section 9-1-1140(D). When an employee is recalled, this time will not be considered punitive in the determination of retiree insurance eligibility.

B. Reinstatement Rights

An employee separated by a reduction in force may apply for any State job for which he meets the minimum training and experience requirements. Should the separated employee accept a job offer to a Full-Time Equivalent (FTE) position, the Agency will reinstate the employee's accumulated sick leave, and will provide the employee the option of buying back all, some, or none of his annual leave at the rate it was paid out at the time of the separation. Upon returning to employment in an insurance eligible Full-Time Equivalent (FTE) position, the employee will also be offered insurance benefits as a new hire. The reinstated employee may purchase retirement service credit under the leave of absence provision in Section 9-1-1140(D) for the period of time that the employee was not employed by state government, at the cost specified in Section 9-1-1140(D). When an

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT

employee is reinstated, this time will not be considered punitive in the determination of retiree insurance eligibility.

XII. Grievance Rights

A covered employee adversely affected by a reduction-in-force may grieve the action through the Citadel's Grievance policy and appeal to the State Human Resources Director only if the grievance or appeal is based on inconsistent or improper application of a reduction-in-force policy or plan.

XIII. NOTES

A. Responsible Department:

Human Resources

B. Responsible Official:

Col. Dennis D. Carpenter, Director of Human Resources

OFFICIAL

JOSEPH W. TREZ
Colonel, US Army, Retired
Director of the Citadel Staff

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT