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Applicability: All DDSN Covered Employees

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**Purpose:**

The purpose of this policy is to prescribe the manner in which covered employees of the Department of Disabilities and Special Needs (DDSN) are released in an equitable manner should a reduction in force become necessary. A reduction in force may require the separation, involuntary demotion, reassignment, or reduction in work hours of DDSN'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 project employees, research grant employees and employees exempt from the State Employee Grievance Procedures Act).

**DISTRICT I**

P.O. Box 239  
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Phone: (864) 938-3497

Midlands Center - Phone: 803/935-7500  
Whitten Center - Phone: 864/833-2733

**DISTRICT II**

9995 Miles Jamison Road  
Summerville, SC 29485  
Phone: 843/832-5576

Coastal Center - Phone: 843/873-5750  
Pee Dee Center - Phone: 843/664-2600  
Saleeby Center - Phone: 843/332-4104

DDSN may implement a reduction in force for one or more of the following four (4) reasons:

- A. Reorganization;
- B. Work Shortage; or
- C. Loss of Funding; or
- D. Outsourcing/Privatization.

**Management Responsibilities**

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

- A. The reason(s) for the reduction-in-force;
- B. The area(s) of DDSN that are to be impacted by the reduction in force [Competitive Area(s)];
- C. The State Classification Title(s) within the competitive area(s) to be affected [Competitive Group(s)]; and
- D. The number of positions in each State Classification Title(s) to be eliminated.

**Competitive Area(s)**

The State Director of DDSN shall determine the competitive area(s) the reduction in force will impact. DDSN shall establish a competitive area that is clearly distinguishable from the staff in other areas, and where interchange of employees would not be practical. The competitive area may be the entire agency, a department, a service unit, or a geographical location.

**Competitive Group(s)**

DDSN shall determine the competitive group(s) based on the State classification title(s) within the competitive area(s) that the reduction in force will affect. If the reduction in force is to apply to more than one State classification title, each State class title shall be treated separately, except where the reductions are to be made in a State classification title series (e.g. Auditor I, II, III, etc.); or in State classification titles that are part of DDSN's customary career path (e.g. LPN-I, LPN-II, RN-I, or RN-II).

**Position Identification**

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

- A. State Classification Title;
- B. State Classification Code;
- C. Pay Band, if applicable;
- D. Total number of positions in the State Classification Title within the competitive area; and

- E. Total number of positions in the State Classification Title within the competitive area to be eliminated.

**Retention Points**

DDSN 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 from employment. Retention points shall be based on the total scores of the two most recent annual performance appraisals and the length of continuous State service. The sum of the retention points for performance and length of continuous State service are the total retention points that a covered employee uses in the competition.

A. Performance Appraisal Points

DDSN will determine the total score for an annual performance appraisal by using the following numerical values assigned to the EPMS performance ratings.

Exceptional Performance	3 Points
Successful Performance	1 Points
Unsuccessful Performance	0 Points

For employees who have transferred to DDSN whose previous agency utilized more or fewer levels of performance, DDSN will recognize the performance ratings based on the previous agency's conversion to the three standard levels of performance in the State Employee Performance Management System.

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 full year of continuous State service, after completion of a 12-month probationary period. Six (6) months of service, or more of continuous State service will be considered as one year; and less than six (6) months of service will receive no retention points.

C. Exception to Procedure for Retention Point Calculation

If every position in the competitive area is being eliminated, DDSN 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 classification title, DDSN must calculate retention points at the time of recall. DDSN must calculate retention points using continuous State service and performance appraisal points based on the effective date of the reduction in force.

### **Sequence of Reduction in Force**

1. The order of the reduction in force of covered employees in each State classification title(s) shall be governed by the total number of retention points for each employee.
2. If two or more of the employees affected by a reduction in force have the same number of retention points and not all employees are to be affected by the reduction in force, the DDSN hire date will determine the order of the employees affected. The covered employee with the earlier DDSN hire date will be first retained.

If, after using the DDSN hire date to determine the order of affected employees a retention points tie still exists, DDSN will place the names of those employees with whom the tie exists in a hat. The name(s) drawn from the hat will be first retained.

3. Bumping rights are provided for covered employees who have accumulated more retention points than those with whom they are competing. Under no circumstances can an employee gain from a reduction in force. Bumping rights are provided only downward.

### **Retention of Necessary Qualifications**

No employee with a lower number of retention points shall be retained in preference to another employee in a competitive area(s) and competitive group(s) with a higher number of retention points, except when DDSN determines that a Retention of Necessary Qualification applies.

If an employee is competing for a position that is not being eliminated and DDSN 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.

DDSN may make the determination 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 a lack of knowledge, abilities, skills, supervisory responsibilities, 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 State Director of DDSN prior to submitting the Reduction in Force plan to the Division of State Human Resources (DSHR) for review and approval for procedural correctness. DDSN will retain documentation to support any retention made on this basis.

### **Writing The Reduction In Force Plan**

Once the State Director of DDSN has made the decisions outlined above and prior to the implementation of a reduction in force, the State Director or his/her designee shall develop the reduction in force plan. This plan must include the following:

- A. The reason for the reduction in force;
- B. The identification of the competitive area(s);

- C. The identification of the competitive group(s) [State classification title(s)];
- D. The number of position(s) to be eliminated in each State classification title;
- E. A list of the covered employees, in order of retention points, in the competitive area(s) and competitive group(s) to include the following:
  - 1. Name;
  - 2. Age, race, gender; and,
  - 3. Retention points;
- F. Justification of any Retention of Necessary Qualifications used in the reduction in force plan; and
- G. DDSN's efforts to assist employees affected by the reduction in force.

### **Approval Process**

When it becomes necessary to implement a Reduction in Force, a formal directive to implement a Reduction in Force plan will be issued by the State Director of DDSN after consideration of input from Associate State Directors, District Directors, Facility Administrators and other key staff. Once the Reduction in Force Plan has been completed, DDSN shall submit the following information to the Division of State Human Resources (DSHR) for review and approval for procedural correctness:

- A. The Reduction in Force plan as outlined in "Writing the Reduction in Force Plan" section above;
- B. An organization chart including each position (designated with the state class title and incumbent's name) within the competitive area(s);
- C. A copy of DDSN's Reduction in Force policy; and
- D. A sample letter to employees affected by the Reduction in Force including information as outlined in the "Implementation and Communication of the Reduction in Force" section below, along with:
  - 1. A list of the employee's recall and reinstatement rights;
  - 2. DDSN's procedure for the recall of an employee; and
  - 3. The employee's grievance rights.

### **Implementation and Communication of the Reduction In Force**

Before a Reduction-in-Force becomes effective and after DSHR has approved the plan for procedural correctness, affected employees will be informed in person and in writing on several matters. A representative from the Human Resources Division or the employee's supervisor will meet with each employee individually as soon as possible to explain the Reduction in Force and answer questions. DDSN shall communicate the following information to each affected employee:

- 1. The reason for the Reduction in Force;

2. The competitive area(s) and competitive group(s) in which the employee competed;
3. The benefits to which the employee is entitled and the manner in which the Reduction in Force will affect the employee's State benefits, (e.g., health insurance, optional life insurance, retirement);
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;
6. The manner in which DDSN will notify the employee of any such vacancies; and
7. The requirements of S.C. Code Ann. § 8-11- 185, which requires DDSN to report information about the employees separated in a Reduction in Force to DSHR.

### **Recall and Reinstatement Rights**

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 classification title as the position the employee held prior to the Reduction in Force, DDSN will recall employees in the inverse order of the Reduction in Force. DDSN will notify the employees in writing of the job offer and recall rights. If the employee does not accept the job offer within ten (10) days, the employee's recall rights are waived. Should the employee accept the job offer, DDSN will reinstate the employee's accumulated sick leave, and will provide the employee the option of buying back all, some, or none of his/her 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 S.C. Code Ann. § 9-1-1140(D) for the period of time the employee was not employed by State Government, at the cost specified in S.C. Code Ann. § 9-1-1140(D). When an employee is recalled, the time will not be considered punitive in the determination of retiree insurance eligibility.

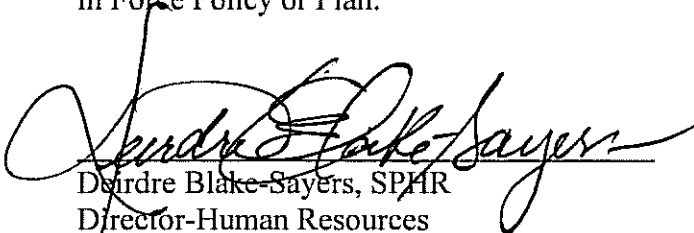
#### **B. Reinstatement Rights**

An employee separated by a Reduction in Force may apply for any State job for which he/she meets the minimum training and experience requirements. Should the separated employee accept a job offer for a Full-Time Equivalent (FTE) position, DDSN will reinstate the employee's accumulated sick leave, and will provide the employee the option of buying back all, some, or none of his/her annual leave at the rate it was paid out at the time of separation. Upon returning to employment in an insurance eligible FTE

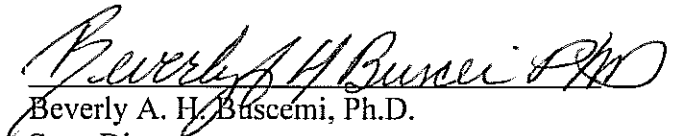
position, the employee will also be offered insurance benefits as a new hire. The reinstated employee may purchase retirement service credit under the leave of absence provision in S.C. Code Ann. § 9-1140(D) for the period of time that the employee was not employed by State government at the cost specified in S.C. Code Ann. § 9-1140(D). When an employee is reinstated, this time will not be considered as punitive in the determination of retiree insurance eligibility. If the employee is reinstated to another position, he/she still retains recall rights to a position in the same State class in the competitive area.

### Grievance Rights

A covered employee who is affected by a Reduction in Force has the right to file a grievance through DDSN's Grievance Procedure and an appeal to the State Human Resources Director only if the grievance or appeal is based on improper or inconsistent application of the Reduction in Force Policy or Plan.



Deirdre Blake-Sayers, SPHR  
Director-Human Resources  
(Originator)



Beverly A. H. Buscemi, Ph.D.  
State Director  
(Approved)

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