SKIDMORE COLLEGE
REDUCTION IN FORCE POLICY

This policy applies to all regular full time and part time employees, excluding staff members whose positions are 100% grant funded. Union employees are covered by their Collective Bargaining Agreements.

I. Purpose

Skidmore College highly values the contribution of its employees and attempts to provide continuous, regular employment. However, in the event it becomes necessary for the College to reduce its work force or eliminate work because of economic conditions, programmatic considerations, outsourcing, or other circumstances, the Reduction in Force Program (RIF) sets forth criteria and procedures to guide the fair and equitable treatment of regular full and part time employees. In keeping with the College's policy, race, color, religion, age, national or ethnic origin, physical or mental disability, veteran status, marital status, sex, sexual orientation, gender identity or expression,[*] or any other category protected by applicable federal, state, or local laws are never to be considered in identifying an employee for reduction in force or elimination of work.

II. Procedure

Before announcing or implementing a reduction in force or elimination of work that results in the departure of an employee, the department will review its plan with Human Resources. A Human Resources representative must be present at any meeting where reductions in force decisions are being discussed. The Human Resources representative will be responsible for taking appropriate notes. The Director of Human Resources must approve a reduction in force or elimination of work before it is announced or implemented. Approval of President's Cabinet will also be required.

When economic conditions, programmatic considerations, outsourcing, or other circumstances necessitate a reduction in force, the job of the individual(s) performing the work functions or activities will be terminated and the individual may be separated from service at Skidmore. When reductions in force are necessary and multiple employees perform the same work, the determination will be made on the basis of a comprehensive evaluation of the employee's work history at the College. Criteria used to determine which employees to retain will include, in the following order: (1) operational needs of the College to meet the mission, and the relevant skill sets necessary to deliver the operational needs of the College (2) qualifications and demonstrated ability, including any active/current disciplinary records and (3) service/seniority. If an employee is in a bargaining unit, the collective bargaining agreement will be followed for layoff selection and procedure.

[*] Gender identity and expression, while protected under Skidmore College policy, are not currently protected under federal, state, or local laws.

III. Eligibility

An employee is eligible for benefits stated in Section VI and VII under the Reduction in Force Program if, at the time his/her position is eliminated, the employee:

- Holds a regular budgeted position of half-time or more
- Has at least one full year of continuous service
- Is an active employee or on an authorized leave of absence (such as FMLA or Sabbatical)
- Continues employment with the College through the end of the Notice Period
- Has not been able to secure other employment inside the College, including employment with a new vendor, by the end of the Notice Period.

An employee is not eligible for benefits under this program if he/she is discharged for cause, is released for unsatisfactory performance, voluntarily resigns, or is approved for long term disability prior to the end of the Notice Period.

If an affected full-time employee is only able to secure a part-time position at the College, the RIF benefits will be pro-rated accordingly.

If an affected employee secures a new position that is in a lower band than their current position band, their current salary may be adjusted based on the new band.

If an affected employee is only able to secure a temporary position at the College, the RIF benefits will commence at the end of that temporary position, providing the employee has not secured a regular position. The separation payment will be based on length of service and salary in the employee's former position at the end of the original Notice Period.

IV. Consideration for Available Positions

Affected employees will be given consideration for any available positions at the College based on skills, experience, educational background, and past performance. The primary responsibility for locating a new position either within or outside the College shall reside with the affected employee; however, Human Resources will be available to advise and assist the employee regarding job search techniques, resources and procedures.

V. Notice Period

Notice Period - It is important that employees affected by a reduction in force or elimination of work receive accurate and timely information from their supervisor as far in advance as possible regarding the date their employment at the College will end. Therefore, affected employees will be given written notification at least six (6) weeks

prior to the termination of employment unless a longer period of notice is legally required. During this Notice Period, an employee will continue to receive his/her base salary rate in effect on the date the Notice Period begins. At the College's discretion, the employee will continue to work through the Notice Period.

VI. Separation Payment

Providing the employee continues employment through the Notice Period, and they have not been able to secure other employment inside the College, including employment with a new vendor, he/she will be eligible to receive a lump sum payment at the end of the Notice Period. This payment will be based on one week of regular pay for each year of continuous service in a budgeted position with a minimum payment of four weeks of regular pay. This payment will be calculated at the salary rate in effect at the end of the Notice Period and be included in the final paycheck from the College. The benefits listed under this section (Section VI) as well as the other benefits listed in Section VII are conditioned upon the employee's execution of an agreement containing a waiver of all claims.

VII. Benefits

All eligible employees affected by a reduction in force or elimination of work are eligible for the following benefits through the Notice Period:

A. Retirement Contributions: Continuation based on regular base salary and wages received and vacation pay through the Notice Period. Retirement plan withdrawal options may be obtained from Human Resources.

B. Healthcare Coverage: Continuation at the current level of coverage through the Notice Period. Thereafter, affected employees are eligible to purchase healthcare coverage through the College at group rates for up to eighteen (18) additional months. Rates are subject to change annually.

C. Life Insurance Coverage: Continuation at the current level of coverage through the Notice Period. Employees will have the option of converting their group life insurance to an individual policy through the insurance carrier at offered rates. Application forms and details are available through Human Resources.

D. Flexible Benefits Program: Continuation at the current level of benefits through the Notice Period.

E. Long Term Disability Plan: Continuation at the current level of benefits through the Notice Period.

F. Vacation Accrual: Vacation accrual will continue during the Notice Period and will be paid to the employee in his/her final paycheck.

G. EAP Usage: Any individual who is affected by a reduction in force or elimination of work will continue to be eligible to utilize the EAP services up to two months following his/her final paycheck.

H. Loan Balances: Loan balances on any outstanding computer loan through the College's payroll deduction plan will be deducted from the employee's final paycheck.

Eligible employees affected by a reduction in force or elimination of work may be eligible for the following benefits at the discretion of the College through the Notice Period:

I. Outplacement Services: Outplacement assistance and individual job/career counseling support may be available from Human Resources upon request.

J. Retraining Assistance: Some retraining assistance may be available using resources available within the College upon request from Human Resources.

K. Tuition Assistance Programs:

- Internal Tuition Assistance Program (Dependents) – If an IRS dependent child has applied for admission to Skidmore College, or the dependent child/spouse/approved domestic partner, if applicable, is enrolled as a matriculated student at the time of the separation, he/she will continue to be eligible for tuition benefits through the completion of an undergraduate degree, up to a maximum of eight (8) academic semesters.

- Internal Tuition Assistance Program (Employees) – If an employee is presently enrolled in an undergraduate degree program at Skidmore College, he/she will continue to be eligible for tuition benefits through the completion of an undergraduate degree, up to a maximum of eight (8) academic semesters.

- External Tuition Assistance Program (Dependents) – If an IRS dependent child is currently enrolled at another institution and receiving tuition assistance through the External Tuition Assistance Program, he/she will continue to be eligible for tuition benefits up to a total of eight (8) academic semesters of undergraduate studies.

- Tuition Exchange Program (Dependents) – If an IRS dependent child is currently enrolled at another institution as a participant in the Tuition Exchange Program, he/she will continue to be eligible for tuition benefits up to a total of eight (8) academic semesters of undergraduate studies.

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