

MINUTES OF BUDGET AND CONTROL BOARD MEETING

SEPTEMBER 18 1972

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The Budget and Control Board met in the Governor's Office at 11:00 a. m. on September 18, 1972, with the following members in attendance:

Governor John C. West
Mr. R. J. Aycock
Mr. Henry Mills
Mr. Grady L. Patterson, Jr.

Senator Edgar A. Brown was absent due to his health.

Also in attendance were Messrs. P. C. Smith and W. T. Putnam.

The following business was transacted.

SECOND INJURY FUND - ADMINISTRATION - Mr. P. C. Smith advised the members of the Budget and Control Board that Act 1390, Acts of 1972, created a Second Injury Fund as an extension of the benefits of Workmen's Compensation. This Act placed the responsibility of administration of the Second Injury Fund on the Board and provided that "The Budget and Control Board shall be authorized to employ a director and necessary staff for administering the Fund."

Mr. Paul MacMillan, Chairman of the South Carolina Industrial Commission, discussed the Second Injury Fund with the Board and outlined numerous problems which could be expected in its administration. After this discussion, the Board members unanimously agreed that, because of the complexity of the problems involved, the Board's authority and responsibility concerning this matter should be delegated to the Industrial Commission. It was further agreed that attention should be given to the possibility of requesting the Legislature to officially designate the

Industrial Commission as the administrative body for the Second Injury Fund.

The Budget and Control Board members also agreed that a Division Director and a secretary should be hired promptly and requested that Mr. MacMillan locate and nominate, for Board approval, individuals for these positions.

COMPUTER ACQUISITION - Colonel Charles H. Burr, Director of the Division of Technology Utilization, appeared before the Board and requested permission to authorize the upgrading of the computer systems which are presently installed in the following Agencies:

General Services Division
Finance Center (Auditor, Comptroller, Treasurer)
Highway Department

In addition to the above requests, Colonel Burr asked for Board approval for removing the UNIVAC 9300 computer which is presently installed in the Department of Mental Health and replacing it with an IBM 370/45.

The Budget and Control Board approved all of these requests.

Copies of the Justifications for each of the above requests have been retained in these files and are collectively identified as Exhibit I.

TAX COMMISSION - Mr. P. C. Smith advised the Board of a request of the South Carolina Tax Commission for the approval of the use of \$12,000 from revenues from Warrant Service for the carpeting of the fifth floor of the Edgar A. Brown Building which is to be occupied by the Commission. The Board took note of the fact that excess revenue from the Warrant Service Fund goes into the State's General Fund as miscellaneous revenue and that the proposal would, therefore, have the effect of an additional appropriation.

The Budget and Control Board denied the request of the officials of the Tax Commission with the suggestion that such a request should more properly be addressed to the General Assembly for action in its Supplemental Appropriations Bill.

RETIREMENT DIVISION - Mr. Purvis Collins, Director of the Retirement Division, appeared before the Board and requested approval for a new Claims Examiner to be hired at an annual salary of \$8,500. Mr. Collins asked for a transfer of \$6,500 from the Civil Contingent Fund to pay this salary for the balance of the fiscal year 1972-73.

The Board approved this request.

REPORT OF GENERAL FUND OPERATION - Mr. P. C. Smith made a report to the Budget and Control Board as to the General Fund operations for the fiscal year 1971-72. He indicated that revenues for the fiscal year exceeded expenditures and encumbered items by \$30,674,636.51. In addition to the foregoing figure, the State of South Carolina had a General Fund Reserve at the beginning of the fiscal year of \$5,245,456.09 which provided a total surplus as of June 30, 1972, of \$35,920,092.60.

Governor West advised the Board that South Carolina can expect to receive about \$42,000,000 under a Federal Revenue Sharing Program, and that these funds could be used for general purposes. Because of the large amount of these undesignated funds, Governor West suggested that the Board project State budgetary needs for the fiscal year 1972-73, 1973-74 and perhaps even further for the ultimate purpose of recommending a Capital Improvement budget which would be of a non-recurring nature.

Mr. Smith called the Board's attention to Section 102 of Act 1555, Acts of 1972, (The General Appropriations Bill) and it was agreed by all that the surplus should go to the General Fund.

The schedules presented to the Board by Mr. P. C. Smith have been retained in these files and have been designated as Exhibit II.

PARKS, RECREATION AND TOURISM -

PIEDMONT EXPOSITION - Mr. Bob Hickman, Director of the Department of Parks, Recreation and Tourism, appeared before the Board to review the results of present studies of his Department with respect to the Piedmont Exposition which was originally envisioned during the Tricentennial celebration.

Mr. Hickman stated that a thorough study of the site and present facilities had been made and it had been determined that the attraction could become self-supporting if it were developed into a textile and science exposition with adjacent facilities which would be run by private concessionaires. These concessions would be in the form of a motel, restaurants, entertainment facilities, etc.

Mr. Hickman further indicated that slightly less than \$1,000,000 was available in an escrow fund and that the Greenville County Recreation Association had agreed to subsidize the operation to the extent of \$25,000 per year for ten years. He felt that after the first few years of operation, the enterprise would be self-supporting.

The Board agreed that the Department of Parks, Recreation and Tourism should proceed with its plans but insisted that the agreement with the Greenville County Recreation Association should stipulate that that Organization would furnish annually the first \$25,000 of operating costs.

DREHER ISLAND - Mr. Hickman reported that the Department of Parks, Recreation and Tourism is ready to proceed with extensive developments on Dreher Island in Lake Murray. However, certain recent newspaper articles had

suggested possible danger from unexploded bombs as the Island was used for a target range for the United State Army Air Corps during World War II.

Mr. Hickman stated that his Department had been aware that this Island had been a target range, but that the bombs which were used carried only a minor powder charge and were not of any great danger. However, he stated that negotiations had been arranged with the United States Army to send specialists onto the Island to locate and deactivate any remaining missiles.

The Board agreed that, under the circumstances, Mr. Hickman should proceed.

LYNCHES RIVER PARK - Mr. Hickman requested permission of the Board to move one of the domes from the Hampton House property located in the city of Columbia to the Lynches River Park which is being developed in Florence County. He indicated that this dome could be used to great advantage in that area as a game room, meeting room, kitchen, office space, display room, etc.

The Board approved the transfer of this building.

SENATOR J. P. MOZINGO - FUNERAL PLANS - Governor West advised the Board that a request had been made for a State funeral for Senator J. P. "Spot" Mozingo and that his body might be permitted to lie in state in the Capitol Building.

The Board agreed that such authorization should only be granted for a Governor or United States Senator, each of whom is elected on a statewide basis.

BUDGET AND CONTROL BOARD HEARINGS - The Budget and Control Board

suggested that Senator Edgar A. Brown and Mr. R. J. Aycock might like to invite certain subcommittee chairmen or other members of their respective committees to attend the Budget Hearings which will begin on October 3, 1972.

ANDERSON COUNTY POLLUTION CONTROL REVENUE NOTE - The Budget and Control Board approved a Resolution authorizing the issuance of Bonds in the amount of \$900,000 by the Anderson County Pollution Control Authority on behalf of Riegel Textile Corporation.

A copy of this Resolution has been retained and is designated as Exhibit III.

CIVIL CONTINGENT FUND - The Budget and Control Board approved an allocation to the Attorney General's Office in the amount of \$8,000 for expenses relating to the commitment of mentally ill prisoners to the State Hospital. The Board also approved an allocation to the Office of the Secretary of State of \$2,539.71 for special filing equipment.

GENERAL SERVICES DIVISION - Mr. Furman McEachern, Director of the General Services Division, presented the Board with a list of numerous requests of a miscellaneous nature. Each of these requests was approved without dissent. A copy of all of these requests has been retained in these files and is designated as Exhibit IV.

PERSONNEL DIVISION - Mr. Earl Ellis, Director of the Personnel Division appeared before the Board to discuss the following topics:

- (1) Guidelines for new Annual Leave Law
- (2) Terminal Leave for Dr. James Morris
- (3) Insurance Plan for State Retirees
- (4) Insurance Plan for Retired Legislators
- (5) Insurance Plan for part-time Medical Consultants

Because of the shortage of time, it was agreed that each of these items should be postponed until a subsequent date at which time Mr. Ellis

would be given an appropriate hearing.

A copy of Mr. Ellis' outline has been retained and is designated as Exhibit V.

MR. TATUM GRESSETTE - CONSULTING FEE - Mr. Henry Mills requested the advice of the Budget and Control Board as to whether Mr. Tatum Gressette should be paid a consulting fee of \$15,000 for the fiscal year 1972-73 or whether such a payment was intended to be made at the rate of \$15,000 during the balance of the current fiscal year. The Board members agreed that it was intended that Mr. Gressette should receive the entire \$15,000 and Mr. Mills indicated that this amount would be paid.

There being no further business, the meeting was adjourned at 1:15 p. m.

SECRETARY'S NOTE: On August 25, 1972, Mr. Earl Ellis forwarded to each Board member a transcript of a hearing held by the State Employees' Grievance Committee on behalf of Jackie Pankey Clark concerning her dismissal from the Department of Mental Retardation.

On September 14, 1972, Mr. Ellis forwarded a similar transcript to each Board member pertaining to the dismissal of Calvin A. Langdale from the Department of Youth Services.

The Budget and Control Board saw fit to take no action on these hearings, thereby permitting the findings of the State Employees' Grievance Committee to stand.

The above mentioned transcripts have been retained in these files and are designated as Exhibits VI and VII, respectively.

EXHIBIT I
SEPT. 18, 1972

GENERAL SERVICES DIVISION

PROPOSAL: Installation of an IBM 370/135 in place of the IBM 360/30 presently installed.

PROPOSED TIME OF CHANGEOVER: November, 1972.

REASON FOR CHANGE:

The General Services Computer Center has several continuing problems, foremost of which is the limited capacity of its current equipment. The computer is operating at near capacity (640 hours per month) even though it was upgraded ten months ago. Use of the Finance Center Computer also has alleviated the situation to a minor degree. Although General Services has not prepared a long range plan for the provision of data processing services, known requirements exceed the present capacity. The determination (currently in progress) of statewide data processing requirements should by next summer enable a more accurate forecast of future needs. At that time we will be able to better ascertain future equipment requirements and prepare a Request For Proposal soliciting bids for equipment to satisfy our needs for a four or five year period. The current computer is too small and slow to satisfy the requirement pending the eventual preparation of an RFP to competitively procure new equipment.

RECOMMEND APPROVAL

On an Interim basis pending completion of a statewide data processing plan.

FINANCE CENTER COMPUTER

PROPOSAL: Installation of an IBM 370/135 in place of the 360/30 currently installed.

PROPOSED TIME OF CHANGE OVER - January, 1973. (November, 1972 now appears possible)

REASON FOR CHANGE

The primary reason for change is to save money, specifically \$1150.00 per month in equipment rental. While it is possible that another manufacturers equipment could be obtained for a smaller monthly rental such action is not recommended at this time for two reasons.

First, we have not yet identified the work to be performed on this system for the next four to five years. Long range planning will not be complete until next summer.

Any Request for Proposal (RFP) issued at this time could only cover a short time frame (1 to 2 years). Because of the cost and delay inherent in RFP preparation and the subsequent conversion delays and costs any possible savings greater than the \$1100.00 per month would be more than offset.

RECOMMEND APPROVAL

On an interim basis pending the completion of a statewide long range plan.

HIGHWAY DEPARTMENT

PROPOSAL: Installation of IBM 370/145 in place of the IBM 360/40 currently installed.

PROPOSED TIME OF CHANGE OVER: October, 1972.

REASON FOR CHANGE:

The IBM 360/40 currently being used is to be purchased and transferred to SLED for the Criminal Justice Information System. Highway Department had originally planned to replace it with a similar IBM 360/40. Subsequent to this initial decision Highway has placed the vehicle registration system on the 360/40. Their experience with this system has shown that the existing equipment is too slow to adequately handle their current data processing load. If a 360/40 were to continue to be used it would be necessary to expand it an an additional cost of \$2,800.00 per month. The cost of the proposed 370/145 would be over \$2700.00 per month less than the cost of an expanded 360/40.

The Highway Department is only now beginning to develop a comprehensive plan for the future use of data processing equipment. Since their future requirements have not been defined it is not practical, at this time, to attempt to write a Request For Proposal to competitively procure new data processing equipment.

RECOMMEND APPROVAL

To install the 370/145 on an interim basis (12-18 months) pending their completion of a comprehensive long range plan. At that time the decision as to how they can best satisfy their long range equipment requirements can more properly be made.

DEPARTMENT OF MENTAL HEALTH

PROPOSAL: Installation of IBM 370/145 in place of UNIVAC 9300 which currently is installed.

PROPOSED TIME OF CHANGEOVER: March-April, 1973.

REASON FOR CHANGE:

New Program - The Department of Mental Health has developed a program to begin use of the computer in clinical operations. In the initial stages it will be used to assist the professional staff in the diagnosis of patients, in predicting the probable length of periods of hospitalization and in predicting the likelihood of suicide, escape or assault. Arrangements have been made to use systems already developed and being used by eighteen other states. The available computer programs are almost entirely written in PL-1 a language developed by IBM and which, at present, can only be used on IBM equipment. It is desired to use these programs, which are available to us at no cost. In reality, because of fund and time limitations, this is the only feasible way for South Carolina to use the computer for this purpose since it has taken the States of Missouri, New York and the Federal Government over six years and in excess of fifteen million dollars to develop and test these programs.

Program is included in the FY 72-73 budget.

RECOMMEND APPROVAL.

EXHIBIT II
SEPT. 18, 1972

GENERAL FUND OPERATIONS

Fiscal Year 1971-72

	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>
Operating Reserves at Beginning of Year	2 865 291 43	2 865 291 43	
Revenue (Revised Estimate)	<u>565 695 000 00</u>	<u>581 481 921 88</u>	<u>(15 786 921 88)</u>
Total Available Funds	568 560 291 43	584 347 213 31	(15 786 921 88)
Appropriations	563 805 719 74	548 045 172 93	15 760 546 81
Carry Forward to 1972-73	<u> </u>	<u>5 627 403 87</u>	<u>(5 627 403 87)</u>
Total Appropriations	<u>563 805 719 74</u>	<u>553 672 576 80</u>	<u>10 133 142 94</u>
Gain	<u>4 754 571 69</u>	<u>30 674 636 51</u>	<u>25 920 064 82</u>

SURPLUS FUNDS

June 30, 1972

General Fund Reserve	5 245 456 09
Gain from Fiscal 1971-72	<u>30 674 636 51</u>
Total Surplus Funds	<u>35 920 092 60</u>

GENERAL FUND REVENUE COLLECTIONS

Fiscal Year 1971-72

	<u>Revised Estimate</u>	<u>Collections</u>	<u>Balance</u>
Admissions Tax	2,450 000 00	2 508 467 25	(58 467 25)
Alcoholic Liquors Tax	21 800 000 00	21 313 176 09	486 823 91
Bank Tax	1 500 000 00	1 360 826 11	139 173 89
Beer and Wine Tax	28 000 000 00	28 689 017 27	(689 017 27)
Building and Loan Associations	250 000 00	432 553 39	(182 553 39)
Business License Tax	19 200 000 00	19 373 175 48	(173 175 48)
Coin-Operated Device Tax	965 000 00	997 757 25	(32 757 25)
Contractors' License Tax	273 000 00	276 047 04	(3 047 04)
Corporation License Tax	5 250 000 00	5 415 465 13	(165 465 13)
Documentary Tax	4 500 000 00	4 470 846 81	29 153 19
Earned on Investments	5 900 000 00	6 855 398 24	(955 398 24)
Electric Power Tax	8 100 000 00	7 877 683 81	222 316 19
Estate Tax	5 300 000 00	6 367 080 43	(1 067 080 43)
Fertilizer Inspection Tax	240 000 00	245 094 65	(5 094 65)
Gasoline Tax--Counties	13 500 000 00	13 789 598 20	(289 598 20)
Gift Tax	200 000 00	167 510 52	32 489 48
Income Tax	170 400 000 00	178 225 760 39	(7 825 760 39)
Insurance Tax	15 400 000 00	16 326 830 23	(926 830 23)
Motor Transport Fees	1 100 000 00	1 171 000 28	(71 000 28)
Retail Sales Tax	242 000 000 00	245 497 367 20	(3 497 367 20)
Retailers' License Tax	500 000 00	590 732 06	(90 732 06)
Soft Drinks Tax	8 500 000 00	8 705 090 39	(205 090 39)
Workmen's Compensation Tax	1 540 000 00	1 477 690 46	62 309 54
Public Service Assessment	610 000 00	524 916 60	85 083 40
Public Service Authority	757 000 00	757 021 78	(21 78)
Department of Agriculture	4 650 000 00	4 834 497 31	(184 497 31)
Miscellaneous Departmental Revenue	1 560 000 00	1 978 434 51	(418 434 51)
Department-Supported Appropriations	1 250 000 00	1 252 883 00	(2 883 00)
 Total	 <u>565 695 000 00</u>	 <u>581 481 921 88</u>	 <u>(15 786 921 88)</u>

SINKLER GIBBS SIMONS & GUÉRARD
ATTORNEYS & COUNSELLORS AT LAW
PROFESSIONAL ASSOCIATION

HUGER SINKLER
CHARLES H. GIBBS
ALBERT SIMONS, JR.
THEODORE B. GUÉRARD
G. DANA SINKLER
THOMAS G. BUIST
RUTH WILLIAMS

THOMAS A. HUTCHESON
ROBERT H. HOOD
CHARLES F. AILSTOCK

2 PRIOLEAU STREET

CHARLESTON, S. C. 29402

POST OFFICE BOX 340

September 6, 1972

Honorable P. C. Smith
State Auditor
200 Hampton Office Building
Columbia, South Carolina 29201

Dear Pat:

Re: \$900,000 Anderson County Pollution Control
Facilities Revenue Note, Series 1972--Riegel
Textile Corporation

Enclosed for your information is an unsigned copy of the Petition of the County Board of Commissioners of Anderson County to the State Budget and Control Board, seeking the State Board's approval of this financing. You should receive from Bill Watkins shortly the signed Petition, and in that connection I also enclose a draft of the Loan Agreement referred to therein.

I also enclose an unsigned copy of a Certificate setting forth the findings of the Pollution Control Authority. I have sent this Certificate to Dr. Webb for execution, with the request that he forward a signed copy directly to you.

Finally, I enclose the original and ten copies of a Resolution to be considered by the State Budget and Control Board, approving this financing as requested in the said Petition. When adopted, please return ten certified copies of this Resolution to me.

Very truly yours,

SINKLER GIBBS SIMONS & GUÉRARD

Theodore B. Guérard
Theodore B. Guérard

TBG/ng

Encls.

CC--William L. Watkins, Esquire

EXHIBIT III
SEPT. 18, 1972

TELEPHONE 722-3366
AREA CODE 803

*Attn. to
TBG by
hand
9/19/72
[Signature]*

SINKLER GIBBS SIMONS & GUÉRARD
ATTORNEYS & COUNSELLORS AT LAW
PROFESSIONAL ASSOCIATION

TELEPHONE 722-3366
AREA CODE 803

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2 PRIOLEAU STREET

CHARLESTON, S. C. 29402

POST OFFICE BOX 340

September 6, 1972

William L. Watkins, Esquire
Watkins, Vandiver, Kirven, Long & Gable
Post Office Box 4086
Anderson, South Carolina 29621

Dear Bill:

Re: \$900,000 Anderson County Pollution Control
Facilities Revenue Note, Series 1972--Riegel
Textile Corporation

Enclosed you will find the original and two copies of the
Petition by the County Board of Commissioners of Anderson
County to the State Budget and Control Board, seeking the
State Board's approval of this financing.

When the Resolution authorizing this Petition has been
adopted, the original Petition should be executed by the
Chairman and Clerk and then forwarded directly to Pat
Smith for presentation to the State Budget and Control
Board.

I will forward to Pat directly a draft of the Loan Agree-
ment, so that the State Board will have all pertinent
documents.

I understand that the State Budget and Control Board
will probably meet early next week, and therefore sug-
gest that this Petition be forwarded as soon as possible,
and preferably this week, to Pat Smith.

Very truly yours,

SINKLER GIBBS SIMONS & GUÉRARD

Theodore B. Guérard

TBG/ng

Enc.

✓ CC--Honorable P. C. Smith

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SINKLER GIBBS SIMONS & GUÉRARD
ATTORNEYS & COUNSELLORS AT LAW
PROFESSIONAL ASSOCIATION

TELEPHONE 722-3366
AREA CODE 803

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CHARLES F. AILSTOCK

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Re: \$900,000 Anderson County Pollution Control
Facilities Revenue Note, Series 1972--Riegel
Textile Corporation

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SINKLER GIBBS SIMONS & GUÉRARD

Theodore B. Guérard

TBG/ng

Enc.

✓ CC--Honorable P. C. Smith

841

SINKLER GIBBS SIMONS & GUÉRARD
ATTORNEYS & COUNSELLORS AT LAW
PROFESSIONAL ASSOCIATION

TELEPHONE 722-3366
AREA CODE 803

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CHARLESTON, S. C. 29402

POST OFFICE BOX 340

September 6, 1972

THOMAS A. HUTCHESON
ROBERT H. HOOD
CHARLES F. AILSTOCK

~~Dr. H. J. Webb, Executive Director
S. C. Pollution Control Authority
1321 Lady Street
Columbia, South Carolina 29201~~

Dear Dr. Webb:

Re: \$900,000 Anderson County Pollution Control
Facilities Revenue Note, Series 1972--Riegel
Textile Corporation

Enclosed you will find twelve copies of a Certificate establishing the Pollution Control Authority's findings in connection with the facilities to be financed through the issuance of the captioned Note.

If the same appears to be in order, will you please date and execute the same as indicated and forward one signed copy directly to Pat Smith at the Budget and Control Board and return the remaining copies to me.

For your information, I am also enclosing a Xerox copy of the Permit referred to in the enclosed Certificate.

Very truly yours,

SINKLER GIBBS SIMONS & GUÉRARD

Theodore B. Guérard

TBG/ng

Encls.

CC-~~4~~ Honorable P. C. Smith
William L. Watkins, Esquire

WILLIAM L. WATKINS
ROBERT E. VANDIVER
H. GRADY KIRVEN
WM. ELLISON LONG
WILBURN C. GABLE, JR.
WM. DOUGLAS GRAY

JAMES W. LOGAN, JR.
GLENN W. THOMASON

OF COUNSEL
T. FRANK WATKINS

LAW OFFICES
WATKINS, VANDIVER, KIRVEN, LONG & GABLE

500 SOUTH McDUFFIE STREET
ANDERSON, SOUTH CAROLINA 29621

TEL. (803) 225-2527
P. O. BOX 4086

September 13, 1972

Honorable Patrick C. Smith
State Auditor
200 Hampton Office Building
Columbia, South Carolina

RE: \$900,000 Anderson County Pollution Control
Facilities Revenue Note, Series 1972--Riegel
Textile Corporation

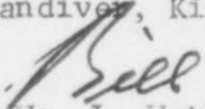
Dear Pat:

I enclose the Petition of Anderson County Board of Commissioners to the State Budget and Control Board asking approval of the issuance of the above Pollution Control Facilities Revenue Note. I think that Ted Guerard has been in touch with you about this. We would appreciate your presenting it to the Board at the first opportunity.

Yours very truly,

Watkins, Vandiver, Kirven, Long & Gable

By


Wm. L. Watkins

WLW/csw

cc: Mr. Ted Guerard
Sinkler Gibbs Simons & Guerard
2 Prioleau Street
Charleston, South Carolina 29402

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

TO THE STATE BUDGET AND CONTROL
BOARD OF SOUTH CAROLINA

P E T I T I O N

The Petition of the County Board of Commissioners of Anderson County (the County Board) pursuant to Act No. 156 of the Acts of the General Assembly of the State of South Carolina for the year 1971, and in particular Section 14 thereof, respectfully shows:

1. The County Board is the governing body of Anderson County, as established by Article I, Chapter 20, Title 14, Code of Laws of South Carolina, 1962, as amended, and as such is the "Governing Board" of Anderson County referred to in Act No. 156 of 1971 aforesaid (the Act).

2. The Act authorizes the County Board, subject to obtaining the approval and finding from the State Budget and Control Board and the Pollution Control Authority of South Carolina, required by Sections 14 and 7 of the Act, respectively, to enter into agreements with any industry to construct pollution control facilities, to enter into loan agreements with such industry, prescribing the terms and conditions of the payments to be made by the industry to the County or its assignee to meet the payments that shall become due on bonds issued pursuant to the Act; and to issue bonds for the purpose of defraying the cost of acquiring pollution control facilities.

3. The County Board has agreed with Riegel Textile Corporation, a Delaware corporation (the Industry), which owns and operates a textile finishing plant in the Town of LaFrance, in Anderson County, South Carolina, that the County Board will

undertake to finance the acquisition and construction of pollution control facilities to be installed for the purpose of treating waste effluent originating at, and from the Industry's operations in the vicinity of, the said finishing plant, before discharge, with the result that the water pollution resulting from the Industry's operations will be considerably reduced, in compliance with the applicable statutes, rules and regulations.

4. The County Board is advised by the Industry that the cost of acquiring and installing the said pollution control facilities (the Pollution Control Facilities), including the cost of issuing the note hereinafter described, will be \$900,000, and that it will therefore be necessary that the County Board issue a \$900,000 Anderson County Pollution Control Facilities Revenue Note, Series 1972--Riegel Textile Corporation (the Note), the proceeds of which shall be used to defray the cost of acquiring the Pollution Control Facilities.

5. The Industry has advised the County Board that the Industry has applied to the Pollution Control Authority of South Carolina for the finding required by Section 7 of the Act, and in that connection there is attached hereto a copy of Permit No. 2051-C, dated February 15, 1972, issued by the Pollution Control Authority relating to the Pollution Control Facilities.

6. For the reasons set forth above and hereinafter disclosed, the County Board has found as follows:

A. The Pollution Control Facilities will result in the elimination, mitigation and prevention of water pollution resulting from the operation of the Industry's finishing plant at the Town of LaFrance, in Anderson County, South Carolina, and the financing of the Pollution Control Facilities will serve the purposes of the Act.

B. By reason of the financing of the Pollution Control Facilities no pecuniary liability will result to the County nor will there be any charge against the County's general credit or taxing power.

C. South Carolina National Bank has agreed to purchase the Note at par.

D. The Loan Agreement to be entered into between the County and the Industry in substantially the form herewith presented contains a covenant obligating the Industry to effect the completion of the Pollution Control Facilities if the proceeds of the Note prove insufficient, and further obligates the Industry (a) to pay the principal of and interest on the Note; and (b) to pay the cost of maintaining the Pollution Control Facilities in good repair and the cost of keeping them properly insured. In view of the well-established credit of the Industry, there is no need to establish and maintain any reserves in connection with the issuance of the Note.

E. The Loan Agreement further provides as permitted by the Act that the Pollution Control Facilities will be owned by the Industry upon the acquisition thereof, and the County shall have no interest therein.

F. The principal and interest on the Note shall be secured by a pledge of the revenues payable to the County pursuant to the Loan Agreement, and the Note shall never constitute an indebtedness of the County within the meaning of any State Constitutional provision or Statutory limitation, nor ever constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

7. Pursuant to Section 14 of the Act, the County Board sets forth the following information:

A. The Pollution Control Facilities to be financed out of the proceeds of the Note consist of facilities designed for the elimination, mitigation or prevention of water pollution at the Industry's finishing plant above described.

B. Pursuant to the request of the Industry, the Pollution Control Authority has issued a permit for the Pollution Control Facilities, a copy of which is attached to this Petition.

C. The cost of the Pollution Control Facilities is \$900,000, including acquisition and installation costs, financing costs, and all other expenses to be incurred in connection therewith and in connection with the issuance of the Note.

D. The proposed Loan Agreement is submitted herewith and provides in general:

(a) To finance the cost of the acquisition and installation of the Pollution Control Facilities, the County will issue the Note in the principal sum of \$900,000, which will be secured by a pledge of the payments to be made by the Industry pursuant to the Loan Agreement.

(b) Proceeds derived from the sale of the Note will be applied solely for the payment of the

costs incident to the acquisition and installation of the Pollution Control Facilities (including the repayment to the Industry of any loans incurred or advances made for such purpose) and the issuance of the Note.

(c) Under the terms of the Loan Agreement, the Industry unconditionally obligates itself to effect the completion of the Pollution Control Facilities if the proceeds derived from the sale of the Note prove insufficient to pay the amount necessary to meet the payments of principal and interest on the Note as the same become due, and to pay the cost of maintaining the Pollution Control Facilities in good repair and the cost of keeping them properly insured.

(d) As permitted by the Act, the Loan Agreement provides that the Pollution Control Facilities shall become the property of the Industry upon the acquisition thereof, and the County shall have no interest therein.

(e) The Loan Agreement contains no provision imposing any pecuniary liability upon the County which would create a charge upon its general credit or taxing power.

8. The proposed Note will mature, bear interest, be subject to redemption and shall be substantially in the form as set forth in EXHIBIT "B" attached to the Loan Agreement.

9. It is the intent of the County Board that the Loan Agreement and Note shall be finally executed and delivered in substantially the form herewith submitted, and, although changes may be made in the enclosed forms, it is not expected that there will be any changes which will substantially affect the undertaking of the County as now outlined therein.

Upon the basis of the foregoing, the County Board respectfully prays that the State Budget and Control Board accept the filing of this Petition together with the form of Loan Agreement enclosed herewith, and that the State Board do as soon as practical make such investigation as it deems advisable, and that if it finds that the Pollution Control Facilities are intended to promote the purposes of the Act and may be reasonably anticipated to effect such result, that it approve the Pollution

Control Facilities and the proposed financing thereof by the County through the issuance of the Note pursuant to the Act, including changes in any details of the said financing as finally consummated which do not materially affect the said undertaking of the County, and give published notice of its approval in the manner set forth in Section 14 of the Act.

September 13, 1972.

Respectfully submitted,

ANDERSON COUNTY, SOUTH CAROLINA

(S E A L)

By

John J. Ashley
Supervisor of Anderson County, as
Chairman of the County Board of
Commissioners of Anderson County

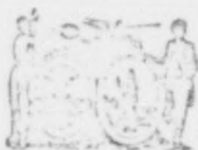
ATTEST:

A. G. Williams
Clerk of the County Board of
Commissioners for Anderson County

South Carolina Pollution Control Authority

OWEN BUILDING
1321 LADY STREET P. O. BOX 11628
Columbia, South Carolina 29211

ROBERT W. TURNER
CHAIRMAN



HUBERT J. WEBB, PH.D.
EXECUTIVE DIRECTOR

CONSTRUCTION PERMIT

Permission is hereby granted to
Riegel Textile Corporation
LaFrance, South Carolina

for construction of the waste treatment system covered by plans, specifications, engineering report and Construction Permit Application Number 2051, dated 12/22/71, signed by R. H. Purkerson, Registered Professional Engineer, S. C. Registration Number 3635.
County Anderson Type of Facility Combined industrial and sanitary waste - aeration basin, clarifier, sludge recycle, sludge drying beds, and effluent chlorination.

Receiving Stream Three & Twenty Mile Creek Tributary to Lake Hartwell
Basin Savannah Volume 2,000,000
(Gallons/Day)
Effluent BOD₅ 38 Chlorination Yes
(mg/l)

Other ~~EFFLUENT~~ requirements:

This permit also covers a settling basin for backwash water from the water treatment plant
Volume of basin - 3,000,000 gallons
Discharge - 24,000 gallons/day

This Permit covers construction of the facility only and is not to be considered an Operating or Discharge Permit, temporary or otherwise.

Issued this 15th day of February, 1972.
This permit will expire on February 14, 1973, unless construction has started or an extension granted.

Permit No. 2051-C

White - Owner
Blue - Permit Book
Yellow - File
Green - PCA Lab
Goldenrod - Wildlife Resources
Buff - Army Engrs.
Pink - CHD
(12/70/1M)

H. J. Webb, Ph.D., Executive Director

Plant Classified - Group III. The Code of Laws of S. C. require that prior to placing this facility in operation there be a certified operator(s) to manage the facility. Details concerning certification levels required for this plant may be obtained from the State Board of Operator Certification.

South Carolina Pollution Control Authority



AUTHORITY MEMBERS

ROBERT W. TURNER CHARLESTON
CHAIRMAN
BEN N. MILLER, M.D. COLUMBIA
JOHN MCCRADY, JR. CHARLESTON
JACK E. POWERS SIMPSONVILLE
WILLIAM M. BRICE, JR. YORK
JOHN F. ANDREWS, PH.D. CLEMSON
C. MARION SHIVER, JR. CAMDEN

HUBERT J. WEBB, PH.D.
EXECUTIVE DIRECTOR

OWEN BUILDING
1321 LADY STREET P. O. BOX 11628
Columbia, South Carolina 29211

AUTHORITY MEMBERS EX-OFFICIO

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JAMES W. WEBB COLUMBIA
CLAIR P. GUESS, JR. COLUMBIA
BOB HICKMAN COLUMBIA
JOHN W. PARRIS COLUMBIA
J. BONNER MANLY COLUMBIA

AREA CODE 803
TELEPHONE: 758-2915

September 12, 1972

Mr. Theodore B. Guérard
Sinkler, Gibbs, Simons and Guérard
Attorneys and Counsellors at Law
2 Prioleau Street
Charleston, South Carolina 29402

Dear Mr. Guérard:

As requested in your letter of September 6, 1972, enclosed are the executed copies of the Certificate in reference to Riegel Textile Corporation.

This Certificate was executed September 12, 1972, and a copy forwarded to Mr. Pat Smith.

Yours very truly,

H. J. Webb
Executive Director

HJW/dkw

cc: Mr. Pat Smith (w/enclosure)

CERTIFICATE

WHEREAS, application has been made by Riegel Textile Corporation, a Delaware corporation (the Company), to the Pollution Control Authority of South Carolina for a permit to construct and install certain water pollution control facilities at its textile finishing plant located in the Town of LaFrance, in Anderson County, South Carolina; and

WHEREAS, the Pollution Control Authority of South Carolina has been advised by the Company and by the County Board of Commissioners of Anderson County that Anderson County proposes to finance the acquisition and installation of the said water pollution control facilities through the issuance of a \$900,000 Pollution Control Facilities Revenue Note, pursuant to the authorization of Act No. 156 of 1971, and in that connection must obtain, in accordance with Section 7 of said Act, a finding from the Pollution Control Authority that the proposed water pollution control facilities are necessary and that the design thereof will result in the elimination, mitigation and prevention of water pollution; and

WHEREAS, the Company has duly applied for a permit to construct such water pollution control facilities, and after a review of the proposed facilities by the engineering staff of the Pollution Control Authority it has been determined that the proposed facilities can, with proper operation and maintenance, comply with the South Carolina Water Pollution Control Regulations and Standards, and, as a result, the Pollution Control Authority has issued to the Company Permit No. 2051-C, under date of February 15, 1972; and

WHEREAS, the Executive Director of the Pollution Control Authority has been duly authorized by the Pollution Control

Authority to determine whether or not the findings required by Section 7 of Act No. 156 of 1971 can be made in the instance of any proposed pollution control facilities revenue notes, and the Executive Director has made a determination in this instance that such findings can be made and is further empowered by the Pollution Control Authority to issue its Certificate to that effect,

NOW, THEREFORE, THIS IS TO CERTIFY on behalf of the Pollution Control Authority of South Carolina that the water pollution control facilities above described and for which the Permit enumerated above has heretofore been issued (i) are necessary and (ii) that the design thereof will result in the elimination, mitigation and prevention of water pollution.

DONE at Columbia, South Carolina, this 12th day of September, A. D. 1972.

POLLUTION CONTROL AUTHORITY OF SOUTH
CAROLINA

By

N. J. Webb
Its Executive Director

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of _____, 1972, between ANDERSON COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the County Board of Commissioners of Anderson County, which constitutes the governing body of Anderson County as established under Article I, Chapter 20, Title 14, South Carolina Code of Laws, 1962, as amended, party of the first part, and RIEGEL TEXTILE CORPORATION, a corporation organized under the laws of the State of Delaware, duly qualified to conduct business in the State of South Carolina, party of the second part,

W I T N E S S E T H:

IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided, that in the performance of the agreements of the party of the first part herein contained, any obligation it may thereby incur for the payment of money shall not create a pecuniary liability or a charge upon its general credit or against its taxing powers but shall be payable solely out of the proceeds derived from this Loan Agreement and the sale of the Note referred to in Section 3.2 hereof):

ARTICLE I

DEFINITIONS

Section 1.1: Certain terms used in this Loan Agreement are defined herein. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise.

Section 1.2: The following terms are defined under this Loan Agreement:

* "Act" means Act No. 156 of the Acts of the General Assembly of the State of South Carolina for the year 1971.

"Agreement" or "Loan Agreement" means the within Loan Agreement between the County and the Industry.

"Authorized County Representative" means the person at the time designated to act in behalf of the County by written certificate furnished to the Industry and the Purchaser, containing the specimen signature of such person and signed on behalf of the County by the Supervisor of Anderson County as Chairman of its County Board. Such certificate may designate an alternate or alternates.

"Authorized Industry Representative" means the person at the time designated to act in behalf of the Industry by written certificate furnished to the County and the Purchaser containing the specimen signature of such person and signed on behalf of the Industry by its President, any Vice President or by the Chairman of its Board of Directors. Such certificate may designate an alternate or alternates.

"Completion Date" means the date of completion of the construction of the Pollution Control Facilities as that date shall be certified as provided in Section 3.5 hereof.

"Construction Fund" means the Construction Fund created in accordance with the provisions of Section 3.3 hereof.

"Construction Period" means the period between the beginning of construction or the date on which the Note is first delivered to the Purchaser thereof (whichever is earlier) and the Completion Date.

"County" means Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Board" means the County Board of Commissioners of Anderson County and any successor body.

"Finishing Plant" means the textile finishing plant located in the Town of LaFrance, in Anderson County, owned and operated by the Industry.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and not an employee of either the County or the Industry.

"Independent Engineer" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of South Carolina and who or which is not a full time employee of either the County or the Industry.

"Industry" means: (i) the party of the second part hereto and its successors and assigns; and (ii) any surviving, resulting or transferee corporation as provided in Section 6.3 hereof.

"Note" means the \$900,000 Pollution Control Facilities Revenue Note, Series 1972--Riegel Textile Corporation, of the County, the proceeds of which will be used to finance the acquisition and construction of the Pollution Control Facilities. The Note shall be substantially in the form of the attached "EXHIBIT B."

"Pollution Control Facilities" means the facilities designed to collect, treat and dispose of the industrial effluent originating at the Finishing Plant, which, as set out in Section 2.2 hereof, are to be constructed and thereafter operated and maintained by the Industry. The Pollution Control Facilities are more fully described in "EXHIBIT A," attached hereto. Incidental to the treatment

of the said industrial effluent, the Pollution Control Facilities will also provide treatment for other industrial and domestic waste originating from other manufacturing areas and office and related facilities of the Industry in the immediate vicinity of the Finishing Plant.

Section 1.3: The words "hereof," "herein," "hereunder," and other words of similar import refer to this Loan Agreement as a whole.

Section 1.4: References to Articles, Sections, and other subdivisions of this Loan Agreement are to ¹the designated Articles, Sections, and other subdivisions of this Loan Agreement as originally executed.

Section 1.5: The headings of this Loan Agreement are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.1: Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement. The Pollution Control Facilities will constitute "Pollution Control Facilities" within the meaning of the Act. By proper action by the County Board, the State Budget and Control Board of South Carolina, and the Pollution Control Authority of South Carolina, the County has been duly authorized to execute and deliver this Agreement.

(b) Heretofore, the County and the Industry did agree that the County would finance the cost of acquiring and constructing the Pollution Control Facilities. The Industry has estimated that such cost will be \$900,000 and on that basis the County now proposes to issue the Note in the aggregate principal amount of \$900,000, dated as of delivery, which will mature and bear interest and contain such other terms and conditions as are more fully set forth in the attached "EXHIBIT B," in order to finance the cost of acquiring and constructing the Pollution Control Facilities.

Section 2.2: Representations by the Industry. The Industry makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Industry is a corporation duly incorporated under the laws of Delaware, is in good standing under its charter and the laws of Delaware and the laws of South Carolina, and

has power to enter into this Agreement and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction of any agreement or instrument to which the Industry is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Industry under the terms of any instrument or agreement.

(c) The processes carried out at the Finishing Plant result in the discharge of industrial waste which must be treated in order to comply with applicable statutes, rules and regulations. The Industry now proposes to acquire and construct the Pollution Control Facilities to provide for the treatment and disposition of the industrial waste originating at the Finishing Plant (and other waste originating in the vicinity), which will require the expenditure of approximately \$900,000.

(d) The Industry has requested the County to avail itself of the authorizations of the Act in order to assist the Industry in financing the acquisition and construction of the Pollution Control Facilities. When completed, the Industry proposes to operate and maintain the Pollution Control Facilities in accordance with all applicable statutes, rules and regulations for the treatment and disposition of the industrial waste originating at the Finishing Plant (and such other industrial waste as may be treated in accordance with this Agreement) and other waste originating in the vicinity.

ARTICLE III

CONSTRUCTION OF POLLUTION CONTROL FACILITIES

Section 3.1: Agreement to Construct Pollution Control Facilities.

The Industry has acquired an appropriate site in the vicinity of the Finishing Plant on which it has begun the construction of the Pollution Control Facilities designed to treat the industrial effluent. The Industry agrees that it will proceed with all reasonable dispatch to complete the Pollution Control Facilities in accordance with all applicable statutes, rules and regulations.

Section 3.2: Agreement to Issue Note; Application of Note Pro-

ceeds. In order to provide funds for payment of the costs of the Pollution Control Facilities, the County agrees that it will, on or before the 31st day of October, 1972, sell and cause to be delivered to the Purchaser hereof the Note in the principal amount of \$900,000, and will thereupon deposit in the Construction Fund the proceeds received from the sale thereof.

Section 3.3: Disbursements from the Construction Fund. Not

later than the occasion of the delivery of the Note, the County will establish the Construction Fund at the principal office of the Purchaser in the City of Anderson, South Carolina. Withdrawals from the Construction Fund shall be made only upon the joint signatures of the Authorized Industry Representative and the Authorized County Representative as hereinafter prescribed. The moneys in the Construction Fund will be used for the following purposes (but, subject to the provisions of Section 3.9 hereof, for no other purposes):

(a) Payment of the fees for recording the deed whereby the property referred to in Section 3.1 has been conveyed to the Industry, this Agreement, and any other perfective or

curative documents that either the Purchaser, the County, or Independent Counsel may deem desirable to file for record in order to perfect or protect their interests under this Agreement.

(b) Payment to the Industry of such amounts, if any, as shall be necessary to reimburse the Industry in full for all advances and payments made by the Industry prior to or after the delivery of the Bonds for expenditures in connection with the acquisition and construction of the Pollution Control Facilities and the preparation of plans and specifications therefor (including any preliminary study or planning of the Pollution Control Facilities or any aspect thereof) and all construction, acquisition and installation expenses required to provide utility services or other facilities, and all real or personal properties deemed necessary in connection with the Pollution Control Facilities (including architectural, engineering and supervisory services with respect to any of the foregoing).

(c) Payment of the cost of legal, financial and accounting fees and expenses, and printing and engraving costs, if any, incurred in connection with the authorization, sale and issuance of the Note, the preparation of this Agreement, and all other documents in connection therewith and in connection with the acquisition and construction of the Pollution Control Facilities.

(d) Payment for labor, services, materials and supplies used or furnished in site improvement and in the construction of the Pollution Control Facilities, payment for the cost of the construction, acquisition, and installation of utility services or other facilities, and all real and personal property deemed necessary in connection with the Pollution Control Facilities and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond.

(e) Payment of the fees, or out-of-pocket expenses of the Industry, if any, for architectural, engineering and supervisory services with respect to the Pollution Control Facilities.

(f) To such extent as they shall not have been paid by a contractor for construction or installation with respect to any part of the Pollution Control Facilities, payment of the premiums on all insurance required to be taken out and maintained during the construction of the Pollution Control Facilities, or reimbursement thereof if paid by the Industry.

(g) Payment of the taxes, assessments and other charges, if any, referred to in Section 5.2 hereof that may have become payable during the construction of the Pollution Control Facilities, or reimbursement thereof if paid by the Industry.

(h) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Pollution Control Facilities.

(i) Payment of any other costs and expenses relating to the Pollution Control Facilities.

(j) All moneys remaining in the Construction Fund after payment in full of the costs of acquiring, constructing and equipping the Pollution Control Facilities, and after payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section, shall be applied to the prepayment of the principal installments next to become due on the Note. Provided that:

Each of the payments made pursuant to the preceding subsections (a), (b), (c), (d), (e), (f), (h) and (i) of this Section shall be made only upon receipt by the County Board of a written order by the Authorized Industry Representative, approved by the Authorized County Representative, which shall

certify with respect to each such payment: (i) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Fund; and (ii) that each item for which the payment is proposed to be made is or was necessary in connection with the Pollution Control Facilities and was in conformance with the plans and specifications therefor.

Section 3.4: Purchaser May Rely on Orders and Certifications. In making any payment from the Construction Fund, the Purchaser may rely on any such orders and certifications delivered to it pursuant to Section 3.3, and the Purchaser shall be relieved of any liability with respect to making such payments in accordance with such orders and certifications.

Section 3.5: Establishment of Completion Date. The Completion Date shall be evidenced to the Purchaser and to the County Board by a certificate signed by the Authorized Industry Representative, stating that construction of the Pollution Control Facilities has been completed in accordance with the specifications therefor and all labor, services, materials and supplies used in such construction have been paid for, and all facilities necessary in connection with the Pollution Control Facilities have been constructed, acquired and installed in accordance with the specifications therefor and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Industry to cause the certificate contemplated by this Section 3.5 to be furnished as soon as the Pollution Control Facilities shall have been completed.

Section 3.6: Industry Required to Pay Construction Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the costs of the Pollution Control Facilities shall not be sufficient to pay the costs thereof in full, the Industry agrees to complete, or cause to be completed, the Pollution Control Facilities and to pay all that portion of the costs of the Pollution Control Facilities as may be in excess of the moneys available therefor in the Construction Fund. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the cost of the Pollution Control Facilities, will be sufficient to pay all the costs which have been or will be incurred in that connection. The Industry agrees that if after exhaustion of the moneys in the Construction Fund the Industry shall pay any portion of the said costs of the Pollution Control Facilities pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the County or from the Purchaser, nor shall it be entitled to any diminution of the payments required by Section 4.3 hereof.

Section 3.7: Authorized Industry and County Representatives and Successors. The Industry and the County Board, respectively, shall designate, in the manner prescribed in Section 1.2, the Authorized Industry Representative and the Authorized County Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 3.8: Enforcement of Remedies Against Contractors and Sub-contractors and Their Sureties. The Industry covenants that it

will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by the Industry in connection with the performance of its obligations under this Section 3.8 to be considered a part of the costs referred to in Section 3.3 (i). Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, less any unreimbursed legal expenses incurred in order to collect the same, shall be applied to the installments as they become due on the Note.

Section 3.9: Investment of Construction Fund Moneys Permitted.

Any moneys held as a part of the Construction Fund shall at the written request of the Authorized Industry Representative be invested or reinvested in: (i) general obligations of the United States and agencies thereof, now existing or hereafter created by Act of Congress; (ii) general obligations of the State of South Carolina or any of its political units; (iii) savings and loan associations to the extent that the same are secured by the Federal Deposit Insurance Corporation; and (iv) certificates of deposit where such certificates of deposit are collaterally secured by securities of the type described in (i) and (ii) above, held by a third party as escrow agent or custodian, of a market value of not less than the amount of the certificates of deposit so secured, including interest. Such investments shall be as specified by the Authorized Industry Representative, and shall have maturities consonant with the need for funds as estimated by said Authorized Industry Representative, but no investment shall be made which would cause the Note to be an "arbitrage bond" within the meaning of Section 103 (d) of the Internal Revenue Code of 1954.

ARTICLE IV

EFFECTIVE DATE OF THIS AGREEMENT; DURATION OF AGREEMENT;
REPAYMENT PROVISIONS; AND UNCONDITIONAL OBLIGATIONS
OF INDUSTRY

Section 4.1: Effective Date of this Agreement; Duration of Agreement. This Agreement shall become effective upon its delivery, and shall continue in full force and effect until the principal[^] and interest on the Note has been fully paid,[^] together with all sums to which the County is entitled hereunder.

Section 4.2: Possession and Ownership of Pollution Control Facilities. The Pollution Control Facilities shall be the sole property of the Industry, and the Industry shall have sole and exclusive possession of the Pollution Control Facilities (subject to the right of the County to enter thereon for inspection purposes and to the other provisions of Section 6.2 hereof).

Section 4.3: Repayment of Loan and Payment of Other Amounts Hereunder. The County has made available to the Industry in the form of a loan the proceeds derived from the sale of the Note, and the Industry shall repay such loan in accordance with the provisions of this Section 4.3. On or before _____ 1, 1973, and on or before each _____ 1 and _____ 1 thereafter, until the principal of[^] and interest on the Note shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions thereof, the Industry shall pay, in the manner prescribed in Section 4.4 hereof, for the account of the County: (i) if such date is _____ 1 (or _____ 1) 1973, a sum equal to the amount payable on such date as interest upon the Note, as provided therein; and (ii) if such date is _____ 1, 1974, or any _____ 1 thereafter, a sum equal to the amount payable on such date as principal, after giving effect to any prepayment made in accordance with the provisions of this Agreement, and interest upon the Note.

In any event each payment under this Section shall be sufficient to pay the amount of interest or interest and principal (whether at maturity or by redemption or acceleration as provided in the Note) payable on the next succeeding interest payment date, and on each payment date (whether or not such payment date is an interest payment date) the Industry shall pay an amount sufficient to make the required payments of principal (whether at maturity or by redemption or acceleration as provided in the Note) and interest on such date.

In the event the Industry shall fail to make any of the payments required in this Section 4.3, the item or installment so in default shall continue as an obligation of the Industry until the amount in default shall have been fully paid, and the Industry agrees to pay the same with interest thereon at the rate of 8% per annum until fully paid.

Section 4.4: Place of Payments. The payments provided for in Section 4.3 hereof shall be paid directly to the Purchaser at its principal office in the City of Anderson, South Carolina, for the account of the County and shall be applied to the payment of the Note.

Section 4.5: Obligations of Industry Hereunder Unconditional. The obligations of the Industry to make the payments required in Section 4.3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the County, and the Industry shall pay absolutely net during the term of this Agreement the payments to be made on account of the loan as prescribed in Section 4.3 and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided;

and until such time as the principal of and interest on the Note shall have been fully paid, the Industry: (i) will not suspend or discontinue any payments provided for in Section 4.3 hereof; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) except as provided in Section 9.1 hereof, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the taking of the Pollution Control Facilities by eminent domain, failure of the Industry to complete the Pollution Control Facilities, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Pollution Control Facilities, failure of the Pollution Control Facilities to comply with any statute, rule or regulation now or hereafter made applicable thereto, commercial frustration of purpose, any change in the tax laws of the United States of America or of South Carolina or any political subdivision of either of these, or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

ARTICLE V

OPERATION AND MAINTENANCE, TAXES AND
INSURANCE, CONDEMNATION

Section 5.1: Operation and Maintenance of Pollution Control Facilities. The Industry agrees that it will operate and maintain the Pollution Control Facilities at all times hereafter in accordance with all applicable laws, rules and regulations, and to that end it will, at its own expense, keep the Pollution Control Facilities and all other facilities necessary or incidental thereto in good repair and in good operating condition, and make, from time to time, all necessary repairs thereto and renewals and replacements thereof, and shall promptly pay and discharge all amounts due to be paid therefor.

Section 5.2: Taxes. The County and the Industry acknowledge that no part of the Pollution Control Facilities is subject to taxation in South Carolina. However, the Industry will pay, as the same become due, all taxes and governmental charges of any kind whatsoever, that may at any time be lawfully assessed or levied against or with respect to the Pollution Control Facilities and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Pollution Control Facilities; subject, nevertheless, to the Industry's right, if it shall first notify the County of its intention so to do, to contest in good faith any such taxes and other charges.

Section 5.3. Insurance. The Industry shall at all times, at its own expense, keep the Pollution Control Facilities insured against loss or damage in accordance with the customary insurance practices of the Industry, and shall promptly pay and discharge all amounts due therefor. Copies or certificates of insurance required by this Section shall be delivered by the Industry to the County, including copies or certificates of any new or renewal policies. Subject to the provisions of Section 9.1

hereof, the proceeds derived from any such insurance shall be promptly applied, together with such other funds as the Industry may be required to provide, in order to repair, restore or replace the Pollution Control Facilities to substantially the same condition thereof as existed prior to the event causing damage or destruction thereto.

The Industry shall not, by reason of the payment of any such excess cost to repair, rebuild or restore the Pollution Control Facilities, be entitled to any reimbursement from the County or the Purchaser, or to any abatement or diminution of the payments prescribed under Section 4.3 hereof.

Section 5.4: Condemnation. Subject to the provisions of Section 9.1, in the event that title to, or the temporary use of, the Pollution Control Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Industry shall apply the award to the restoration of the Pollution Control Facilities to substantially the same condition thereof as existed prior to the exercise of the said power of eminent domain. In the event such award is not adequate to cover the cost of such restoration, the Industry shall pay that portion of the cost in excess of the amount available from the award to the end that the Pollution Control Facilities shall remain in operation at all times. The Industry shall not, by reason of the payment of such excess cost, be entitled to any reimbursement from the County or the Purchaser, or to any abatement or diminution of the payments prescribed under Section 4.3.

ARTICLE VI
SPECIAL COVENANTS

Section 6.1: No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Pollution Control Facilities, or that they will be suitable for the Industry's purposes or needs.

Section 6.2: County's Right of Access to the Pollution Control Facilities. The Industry agrees that the County and the duly authorized agents of the County shall have the right at all reasonable times to enter upon, and to examine and inspect, the Pollution Control Facilities.

Section 6.3: Industry to Maintain its Corporate Existence; Conditions Under Which Exceptions Permitted. The Industry agrees that during the term of this Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that the Industry may, without violating the agreement contained in this Section, consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee corporation, as the case may be, is a solvent corporation organized under the laws of the United States of America, or any state, district or territory thereof, and assumes in writing all of the obligations and covenants of the Industry under this Agreement.

Section 6.4: Qualification in South Carolina. The Industry warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in South Carolina.

Section 6.5: Indemnification Covenants. The Act prescribes and the parties intend that the County shall not incur pecuniary liability by reason of making this Agreement, by reason of the issuance of the Note, by reason of the performance of any act required of it by this Agreement, or by reason of the performance of any act requested of it by the Industry. Nevertheless, if the County shall incur any such pecuniary liability, then in such event the Industry shall indemnify and hold the County harmless by reason thereof.

Section 6.6: Financial Statements of Industry. The Industry agrees to have an annual audit made by its regular independent certified public accountant and to furnish the Purchaser (within thirty days after receipt by the Industry) with a balance sheet and statement of income and surplus showing the financial condition of the Industry and its consolidated subsidiaries, if any, at the close of each fiscal year, and the results of operations of the Industry and its consolidated subsidiaries, if any, for each fiscal year, accompanied by a certificate of opinion of said accountants. The Industry further agrees to furnish to the Purchaser all financial statements which it sends to its shareholders.

ARTICLE VII

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING;
REDEMPTION; PREPAYMENT; AND TREATMENT OF
ADDITIONAL WASTE

Section 7.1: Assignment and Subleasing. This Agreement may be assigned and the Pollution Control Facilities may be leased, sold or otherwise disposed of to the assignee, as a whole or in part, by the Industry without the necessity of obtaining the consent of the County, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 6.3 hereof) leasing, sale or other disposition shall relieve the Industry from primary liability for any of its obligations hereunder, and in the event of any such assignment and lease, sale or other disposition, the Industry shall continue to remain primarily liable for the payments specified in Section 4.3 hereof and for the payment, performance and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

(b) The assignee, lessee or transferee shall assume in writing the obligations and covenants of the Industry hereunder to the extent of the interest acquired.

(c) The Industry shall, within thirty days after the delivery thereof, furnish or cause to be furnished to the County and to the Purchaser a true and complete copy of each such assignment, lease, deed or other instrument, as the case may be.

Section 7.2: Assignment of this Agreement by the County. The County will assign its interest in and pledge any moneys receivable under this Agreement (except payments pursuant to Section 6.5) to the Purchaser as security for payment of the principal of and interest on the Note.

Section 7.3: Restrictions on Sale of Pollution Control Facilities by Industry. The Industry agrees that, except as set forth in Sections 6.3, 7.1 and 7.6 hereof, or other provisions of this Agreement, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Pollution Control Facilities during the term of this Agreement.

Section 7.4: Prepayment of Note. The County, at the request at any time of the Industry shall forthwith cooperate with the Industry to take all steps that may be necessary under the applicable provisions of the Note to effect the prepayment of all or part of the then outstanding balance, as may be specified by the Industry, on the earliest date on which such prepayment may be made under such applicable provisions.

Section 7.5: Prepayments. There is expressly reserved to the Industry the right, and the Industry is authorized and permitted at any time it may choose to prepay all or any part of the amounts payable under Section 4.3 hereof. All amounts so prepaid shall be credited on the payments specified in Section 4.3 hereof, in the order of their due dates.

Section 7.6: Utilization of Pollution Control Facilities by Others. The Industry may from time to time in its sole discretion and at its own expense modify, improve or enlarge the Pollution Control Facilities in any way permitted by the then applicable statutes, rules and regulations for the purpose either: (i) of meeting the Industry's needs; or (ii) of providing treatment to other industrial waste not originating from the Industry. In the event treatment can be lawfully provided by the Pollution Control Facilities the Industry may

make such treatment available upon terms and conditions satisfactory to the Industry; provided that such treatment would not adversely affect the treatment provided to the Industry.

Section 7.7: Reference to Note Ineffective After Note Paid.

Upon payment in full of the Note all references in this Agreement to the Note shall be ineffective and the Purchaser shall thereafter have no rights hereunder, saving and excepting those that shall have theretofore vested.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1: Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Industry to pay the amounts required to be paid under the first two paragraphs of Section 4.3 or under Section 9.2 of this Agreement at the times specified therein and continuing for a period of five days after notice by telegram, or if telegraphic service is not available then after notice by mail, given to the Industry by either the Purchaser or the County that the payment referred to in such notice has not been received.

(b) Failure by the Industry to observe and perform any covenant, condition or agreement in this Agreement on the part of the Industry to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Industry by the County or the Purchaser, unless the County and the Purchaser shall agree in writing to an extension of such time prior to its expiration (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if Industry shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with such a default not susceptible of being cured with due diligence within the 30 days that the time within which the Industry may cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence).

(c) The dissolution or liquidation of the Industry or the filing by the Industry of a voluntary petition in bankruptcy, or the commission by the Industry of any act of bankruptcy, or adjudication of the Industry as a bankrupt, or assignment by the Industry for the benefit of its creditors, or the entry by the Industry into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Industry in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act in any domestic or foreign jurisdiction which may now be in effect or hereafter enacted. The term "dissolution or liquidation of the Industry," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Industry resulting either from a merger or consolidation of the Industry into or with another corporation or a dissolution or liquidation of the Industry following a transfer of all or substantially all of its assets as an entity, provided, that the conditions permitting such actions contained in Section 6.3 hereof shall have been met.

The foregoing provisions of this Section are subject to the following limitations: If by any reason of force majeure the Industry is unable in whole or in part to carry out the agreements of the Industry on its part herein contained, other than the obligations on the part of the Industry contained in Article IV and Section 6.5 hereof, the Industry shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of god; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of South Carolina or any of

their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; wash-outs; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Industry, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Industry, and the Industry shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Industry, unfavorable to the Industry.

Section 8.2: Remedies on Default. Whenever any event of default referred to in Section 8.1 hereof shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The County or the Purchaser may, at its option, declare all payments payable under the first two paragraphs of Section 4.3 hereof for the remainder of the term of this Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) In the event any balance shall at the time be outstanding and unpaid on the Note, the County may have access to and inspect, examine and make copies of the books and records and any and all accounts, similar data and income tax and other tax returns of the Industry.

(c) The County may take whatever action at law or in equity may appear necessary or desirable to collect the payments

and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Industry under this Agreement.

Any amounts collected pursuant to action taken under this Section shall be applied first to the costs of collection, including attorneys' fees, and the balance to payment of the Note.

No action taken pursuant to this Section shall relieve the Industry from the Industry's obligations pursuant to Section 4.3 and Section 8.2 (a) hereof, all of which shall survive any such action, and the County and the Purchaser may take whatever action at law or in equity as may appear necessary and desirable to collect the payments and other amounts then due and thereafter to become due and/or to enforce the performance and observance of any obligation, agreement or covenant of the Industry hereunder.

Section 8.3: No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the County hereunder shall also extend to the Purchaser, and the Purchaser

shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.4: Agreement to Pay Attorneys' Fees and Expenses. In the event the Industry should default under any of the provisions of this Agreement and the County or the Purchaser should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of the Industry herein contained, the Industry agrees that it will on demand therefor pay to the County or the Purchaser the reasonable fee of such attorneys and such other expenses so incurred by the County or the Purchaser.

Section 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Industry and thereafter waived by the County or the Purchaser, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX

OPTIONS ¹

Section 9.1: Option to Terminate by Industry. The Industry shall have, and is hereby granted, the following option to terminate this Agreement:

The Note is subject to prepayment at the option of the County at any time upon ten days' notice and without premium. At any time the Industry may terminate this Agreement by paying to the County an amount which will be sufficient to pay and retire the outstanding balance on the Note in accordance with the provisions of the Note (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest payment date, as the case may be, and any expenses in connection therewith) and by paying to the County any and all sums then due to the County under this Agreement.

Section 9.2: Option to Accelerate by Purchaser. Interest on the Note is exempt from Federal Income Taxes by virtue of the provisions of Section 103 (c) (4) (f) of the Internal Revenue Code of 1954, as amended, and the pertinent Regulations published by the Department of the Treasury (except for such time as the Note is held by a person who is a substantial user of the Pollution Control Facilities or a related person). In the event interest on the Note shall hereafter become subject to Federal Income Taxes as a result of any change in the laws of the United States or any change in such Regulations, then, in such event, the Industry agrees to pay, as provided in Section 4.4, within ten days after demand by the Purchaser, the entire principal balance of the Note then outstanding, together with interest thereon to the date of payment.

ARTICLE X

MISCELLANEOUS

Section 10.1: Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram when telegraphic notice is permitted by express provisions of this Agreement, addressed as follows: If to the County, to the County Board of Commissioners of Anderson County, Anderson County Courthouse, Anderson, South Carolina; if to the Industry, at

LaFrance, South Carolina 29656

if to the Purchaser at

Anderson, South Carolina 29621

The County, the Industry and the Purchaser may, by notice given to all parties to this Agreement designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2: Recording and Filing. This Agreement as originally executed shall be recorded and indexed as a miscellaneous agreement in the Office of the Clerk of Court of Common Pleas and General Sessions for Anderson County, South Carolina, or in such other office as may at the time be provided by law as the proper place for recordation thereof.

Section 10.3: Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County, the Industry and their respective successors and assigns, subject, however, to the limitations contained in Sections 6.3, 7.1, 7.2 and 7.3 hereof.

Section 10.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.5: Amounts Remaining After Payment of Note. It is agreed by the parties hereto that any amounts remaining to be paid hereunder, after payment in full of the Note and any amount due the County hereunder, shall belong to and be paid to the Industry as overpayments.

Section 10.6: Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Purchaser.

Section 10.7: Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8: Law Governing Construction Agreement. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

IN WITNESS WHEREOF, ANDERSON COUNTY, South Carolina,
has executed this Agreement by causing its name to be hereunto
subscribed by the Supervisor of Anderson County as the Chairman
of the County Board of Commissioners of Anderson County, its
corporate seal to be impressed hereon, and attested by the
Clerk of the said County Board of Commissioners of Anderson
County; and RIEGEL TEXTILE CORPORATION has executed this Agreement
by causing its corporate name to be hereunto subscribed by its
President or one of its Vice Presidents, its corporate seal to
be impressed hereon, and attested by its Secretary or one of its
Assistant Secretaries, all being done as of the day and year first
above written.

ANDERSON COUNTY, SOUTH CAROLINA

(S E A L)

By

Supervisor of Anderson County as
Chairman of the County Board of
Commissioners of Anderson County

ATTEST:

Clerk of the County Board of Com-
missioners of Anderson County

Signed, Sealed and Delivered
in the Presence of:

RIEGEL TEXTILE CORPORATION

(S E A L)

By

President

ATTEST:

→Secretary

Signed, Sealed and Delivered
in the Presence of:

STATE OF SOUTH CAROLINA,
COUNTY OF ANDERSON.

PERSONALLY appeared before me _____
who, being duly sworn, says that he saw the corporate seal of
Anderson County, South Carolina, affixed to the foregoing Agree-
ment, and that he also saw _____ as Chairman
of the County Board of Commissioners of Anderson County, and
_____, as Secretary of the County Board of
Commissioners of Anderson County, sign and attest the same, and
that deponent, with _____, witnessed the
execution and delivery thereof as the act and deed of the said
Anderson County, South Carolina.

SWORN to before me, this
_____ day of _____, 1972.

(L.S.)
Notary Public of South Carolina
My Commission Expires:

STATE OF
COUNTY OF

PERSONALLY appeared before me _____
who, being duly sworn, says that he saw the corporate seal of
Riegel Textile Corporation, a Delaware corporation, affixed to
the foregoing Agreement, and that he also saw _____
as _____ President and _____, as _____ Secretary
of said Corporation sign and attest the same, and that deponent,
with _____ witnessed the execution and delivery
thereof as the act and deed of the said Riegel Textile Corporation.

SWORN to before me, this
_____ day of _____, 1972.

(L.S.)
Notary Public of:
My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF POLLUTION CONTROL FACILITIES

One system to remove sludge from backwash water from existing filter plant including sludge holding pond approximately 350' x 175' x 14' located on north side of Main Street, La France, South Carolina opposite water treatment plant and lying between water treatment plant and Three & Twenty Creek, together with influent lines and manholes from filter beds in existing filter plant, intake structure, outfall structure, outfall lines and manholes, outfall structure at Three & Twenty Creek, chain link fence and access road to Creek.

One waste treatment facility to collect and treat wastes from dye house and associated industrial and domestic waste from the industrial plant including:

18" and 24" gravity sewer collection line approximately 600 feet long lying between existing buildings and Three & Twenty Creek providing gravity flow to waste lift station.

Boiler blow off tank for collection of boiler blowdown for disposal into 18" gravity sewer.

The waste lift station on west side of Three & Twenty Creek and south of old tail race consisting of: concrete structure approximately 30' long, 25' wide, 17' deep; 3 Allis Chalmers 8 x 8 x 21 NSW model 150 horizontal dry pit process waste and sewage lift pumps complete with 100 HP, 900 RPM, 3 phase, 60 Hz, 575 volt, Allis Chalmers type RGz, TEFC motors, frame 445 TS, Class B insulations, 1.0 S.F. mounted on a common base plate, necessary valves, manifolds, and controls.

18" D.I.P. pressure sewer line approximately 2,000 feet long to transport waste from lift station to aeration basin.

2" raw water line from standpipe to chlorination house.

Extension of 8" V.C. gravity sewer line from manhole west of railroad southwardly parallel to railroad and crossing under railroad to aeration basin, approximately 900 feet.

The following installations located on the eastern side of Carolina And Northwestern Railroad's main track at La France, S. C., bounded on the east and south by Three & Twenty Creek and on the north generally by the old run of the Creek, consisting of:

Aeration basin approximately 450' long, 225' wide, 15.5' deep; 9 Welles model FLTM-25-2 Aqua-lator aerators complete with General Electric 25 HP, TEFC, 3 phase, 60 Hz, 575 volt motors.

CONTINUATION OF EXHIBIT "A"

Emico C2D Clarifier Mechanism, 80 feet diameter concrete tank 80 feet I.D. x 9 feet SWD with 18 inch freeboard having a bottom slope of one inch in 12 inches with 2 Ingersoll-Rand Model 6 CORVL sludge pumps complete with 15 HP, 3 phase, 60 Hz, 575 volt motors, bedplates, couplings and guards.

Chlorination House as follows: building approximately 21 feet x 21 feet, chlorine storage area 13 feet x 21 feet, chlorinator room 9 feet x 8 feet, lab area 9 feet x 13 feet.

Chlorine Contact Chamber: concrete structure approximately 40' x 20' x 7' with 5 Baffles.

Sludge Drying Beds: concrete structure approximately 103' x 76' x 4'6" with necessary perforated piping and bed consisting of sized gravel and washed sand.

Chain link fence and access roads.

Instrumentation: level control for lift station; level control for sludge level of Clarifier; flow control of treated effluent from Chlorinator; controls for Chlorinator.

Together with piping, valves, fittings, meters, wiring, switches, controls, panels, poles, lights and other components of or accessories to the major items above described.

All of the above constitute the facilities planned for construction in conformity with Permit Number 2051-C issued to Riegel Textile Corporation for South Carolina pollution Control Authority dated February 15, 1972.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
ANDERSON COUNTY

POLLUTION CONTROL FACILITIES REVENUE NOTE, SERIES 1972
(RIEGEL TEXTILE CORPORATION)

Number _____ \$900,000.00

KNOW ALL MEN BY THESE PRESENTS that Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter called the "County"), for value received promises to pay, but only from the source and as hereinafter provided, to the order of South Carolina National Bank, at its principal office in the City of Anderson, South Carolina, the sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000) in nine (9) equal, successive, annual installments of One Hundred Thousand Dollars (\$100,000) each, on the 1st day of each _____ hereafter, commencing on the 1st day of _____, 1974, and continuing through the 1st day of _____, 1982, together with interest from the date hereof at the rate of four and fifteen hundredths per cent (4.15%) per annum upon the principal balance from time to time outstanding, computable and payable semi-annually on each _____ 1 and _____ 1 hereafter, commencing on _____ 1, 1973, until said principal sum is paid; principal of and interest on this Note being payable in lawful money of the United States of America.

This Note is issued for the purpose of obtaining funds to loan to Riegel Textile Corporation, a Delaware corporation (hereinafter called the "Industry"), and to be used to defray the cost of acquiring and constructing facilities designed for the elimination, mitigation and prevention of water pollution (hereinafter called the "Pollution Control Facilities"), to be installed at the Industry's plant located in the Town of LaFrance, in Anderson County, South Carolina. The County and the Industry

have entered into a Loan Agreement dated as of _____ 1, 1972 (hereinafter referred to as the "Loan Agreement") defining the Industry's obligation to the County resulting from the loan of the Note proceeds to the Industry for the acquisition and construction of the Pollution Control Facilities. Under the Loan Agreement the Industry must pay to the County such amounts as will be fully sufficient to pay the principal of and interest on this Note as the same become due. Copies of the Loan Agreement are on file at the principal office of South Carolina National Bank in the City of Anderson, South Carolina, and are recorded in the office of the Clerk of Court for Anderson County, South Carolina, and reference is made to the Loan Agreement for a description of the provisions, among others, with respect to the nature and extent of the security, the rights and remedies of the holder of this Note, the rights, duties and obligations of the County and the Industry, and the terms upon which this Note is issued and secured.

This Note may be prepaid at any time, in whole or in part and from time to time, upon giving the holder hereof not less than ten (10) days' notice in writing specifying the date of prepayment and the amount to be prepaid.

In the event interest on this Note shall become subject to Federal Income Taxes as a result of any change in the Laws of the United States or any change in the pertinent Regulations published by the Department of the Treasury, then, in any such event, the holder of this Note has the option, at any time thereafter, to declare the entire principal balance of this Note then outstanding, together with interest thereon to the date of payment, due and payable upon ten days' written notice to the County.

In the event Anderson County shall default in the payment of the principal or interest when the same shall become due hereunder, the holder of this Note may, at its option, declare the entire unpaid balance hereunder immediately due and payable.

This Note is issued pursuant to the authorization of and for the purposes prescribed by Act No. 156 of the Acts and Joint Resolutions enacted at the 1971 Session of the General Assembly of the State of South Carolina, and pursuant to Resolutions duly adopted by the County Board of Commissioners of Anderson County. In fulfillment of the requirements of said Act No. 156 of 1971, the Pollution Control Authority of South Carolina has found that the Pollution Control Facilities are necessary and that the design thereof will result in the elimination, mitigation and prevention of water pollution, and the Pollution Control Facilities have been approved by the State Budget and Control Board of South Carolina. This Note, both principal and interest, is a limited obligation of the County and is payable solely out of the moneys derived by the County pursuant to the Loan Agreement (except payments made pursuant to Section 6.5 thereof).

This Note and the principal and interest payable hereunder are not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation, and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Pursuant to the Loan Agreement, the Industry is obligated to make payments sufficient for the prompt payment when

due of the principal of and interest on this Note, and such payments have been pledged for that purpose.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of this Note do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Note, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Note to be executed by the Supervisor of Anderson County as Chairman of the County Board of Commissioners of Anderson County, and its corporate seal to be impressed hereon, and attested by the Clerk of its said County Board of Commissioners, all as of the ____ day of _____, 1972.

ANDERSON COUNTY, SOUTH CAROLINA

(S E A L)

By

Supervisor of Anderson County, as
Chairman of the County Board of
Commissioners of Anderson County

ATTEST:

Clerk of the County Board of
Commissioners of Anderson
County

A RESOLUTION

APPROVING THE UNDERTAKING OF ANDERSON COUNTY TO ISSUE A \$900,000 ANDERSON COUNTY, SOUTH CAROLINA, POLLUTION CONTROL FACILITIES REVENUE NOTE, SERIES 1972--RIEGEL TEXTILE CORPORATION, PURSUANT TO ACT NO. 156 OF 1971.

WHEREAS, the County Board of Commissioners of Anderson County (the County Board), pursuant to Act No. 156 of the Acts of the General Assembly of the State of South Carolina for the year 1971, petitioned the State Budget and Control Board of South Carolina (the State Board) seeking the approval of the State Board to an undertaking by the County Board pursuant to the Act; and

WHEREAS, the proposed undertaking consists of the issuance of a \$900,000 Anderson County Pollution Control Facilities Revenue Note, Series 1972--Riegel Textile Corporation (the Note) by the County Board pursuant to the Act, the proceeds of which will be loaned to Riegel Textile Corporation, a Delaware corporation (the Industry) and used in order to defray the cost of acquiring and installing water pollution control facilities (the Facilities) at the Industry's textile finishing plant located in the Town of LaFrance, in Anderson County, South Carolina; and

WHEREAS, the County and the Industry propose to enter into a Loan Agreement pursuant to which the Industry will agree to make payments sufficient to provide for the payment of the Note above described; and

WHEREAS, the form of the Loan Agreement between Anderson County and the Industry, including the form of the Note, has been considered by this Board;

NOW THEREFORE, BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD IN MEETING DULY ASSEMBLED:

1. It has been found and determined by the State Board:

A. That the statement of facts set forth in the recitals of this Resolution are in all respects true and correct.

B. That the County Board has filed a proper petition to the State Board in accordance with the provisions of Section 14 of the Act, setting forth a brief description of the Facilities, the action taken by the Pollution Control Authority of South Carolina in connection therewith, a reasonable estimate of the cost of the Facilities, and a general summary of the terms and conditions of the Loan Agreement.

C. The financing of the facilities by the County Board through the issuance of the Note will promote the purposes of the Act, and the Facilities may be reasonably anticipated to eliminate, mitigate or prevent water pollution at the Industry's textile finishing plant aforesaid.

2. On the basis of the foregoing findings the proposed undertaking of the County Board (i) to issue the Note, (ii) to loan the proceeds thereof to the Industry for the purpose of defraying the cost of acquiring and installing the Facilities (which will be owned by the Industry and in which the County will have no interest); and (iii) to enter into a Loan Agreement with the Industry, providing for the payment of the Note, which shall be payable solely from the revenues to be derived by the County under the Loan Agreement, all pursuant to the Act (including changes in any details of the said undertaking) be, and the same is hereby approved, and the County Board may proceed therewith.

3. Notice of the action taken by the State Board in giving approval to the above-described undertaking of Anderson County shall be published in "The State" and in the "Anderson Independent," both of which are newspapers having general circulation in Anderson County.

4. That the Notice to be published shall be in form substantially as set forth in EXHIBIT "A" of this Resolution.

NOTICE PURSUANT TO ACT NO. 156 OF
THE ACTS OF THE GENERAL ASSEMBLY
OF SOUTH CAROLINA FOR THE YEAR 1971

NOTICE IS HEREBY GIVEN that following the filing of a Petition by the County Board of Commissioners of Anderson County (the County Board) to the State Budget and Control Board of South Carolina (the State Board) approval has been given by the State Board to the following undertaking (including changes in any details of the said undertaking as finally consummated which do not materially affect the said undertaking), viz.:

The issuance by the County Board of a \$900,000 Pollution Control Facilities Revenue Note, Series 1972--Riegel Textile Corporation (the Note) pursuant to Act No. 156 of the Acts of the General Assembly of South Carolina for the year 1971 (the Act), the proceeds of which shall be loaned by Anderson County to Riegel Textile Corporation (the Industry) and used to acquire and install water pollution control facilities (the Facilities) at the Industry's textile finishing plant located in the Town of LaFrance, in Anderson County; and the execution and delivery of a Loan Agreement between Anderson County and the Industry, pursuant to which the Industry will unconditionally agree to make payments sufficient to repay the principal and interest on the Note when due.

The Facilities to be acquired by the Industry with the proceeds derived from the sale of the Note will be owned by the Industry and the County will have no interest therein.

A draft of the said Loan Agreement, including the form of the Note, is on file at the Office of the County Board, located in the Anderson County Courthouse, Anderson, South Carolina.

The Pollution Control Authority of South Carolina has issued to the Industry Permit No. 2051-C, dated February 15, 1972, for the construction of the Facilities.

NOTICE IS FURTHER GIVEN that any interested party may at any time within twenty days after the date of publication of this Notice, but not afterwards, challenge the validity of (i) the action of the Pollution Control Authority as to the necessity for and adequacy of the Facilities, and (ii) the action of the State Board in approving the undertaking of the County Board, by action de novo instituted in the Court of Common Pleas for Anderson County.

THE STATE BUDGET AND CONTROL BOARD
OF SOUTH CAROLINA

By: P. C. SMITH, Secretary

PUBLICATION DATE:

_____, 1972

STATE BUDGET & CONTROL BOARD
DIVISION OF GENERAL SERVICES

EXHIBIT IV
SEPT. 18, 1972

AGENDA

September 18, 1972

I. Fairfield County Note

Fairfield County has a \$ 104,000 balance due on a note dated June 30, 1970. They have requested that the maturity date be changed to January of each of the four remaining years.

It is recommended that this change be approved provided interest is paid to the new maturity date.

II. Land Sale - Lexington County

Recently United Tool and Dye, Inc., obtained a tract of land from the State for construction of a manufacturing plant. They have requested an option for two years on two additional acres for potential expansion.

It is recommended that a two year option be granted with the provisions that it be sold to United Tool only for plant expansion and that the price be the appraised value at the time of the sale.

III. Land Sale - Richland County

When I-77 right-of-way is obtained it will cut State Park Health Center property so there will be a remainder parcel of approximately 90 acres. Richland County School District No. 2 desires to obtain 50 acres in this area at the State's appraised value of \$ 9,000 per acre.

It is recommended that the Board approve this sale.

IV. Demolition of Mayflower Apartments

This building was converted from apartments for temporary office use. The state of repair does not justify for expenditures for maintenance.

It is therefore recommended that the Board approve demolition of the building to provide for additional parking space.

V. Note - Edgefield County

It is recommended that the Board approve a loan application for Edgefield County in the amount of \$ 20,000 to be repaid in three (3) years at 6% interest.

VI. Acquisition of Cars

It is recommended that the Board approve acquisition of 1972 and 1973 vehicles as shown on the attached page.

VII. Interim Action - Space Rental

State Housing Authority - It is recommended that the Board approve a lease at the SCN Center for 1,600 square feet at an annual rental rate of \$ 8,533.35 for three years.

Attorney General's Office - It is recommended that the Board approve a lease in the Columbia Building for 1,331 square feet at an annual rental rate of \$ 5,657 for two years.

Pollution Control Authority - It is recommended that the Board approve a five year lease in Aiken for property and office and lab space at an annual rental rate of \$ 8250.

<u>Agency</u>	<u>Exchange</u>	<u>Purchase</u>
Criminal Justice Training Academy		1-1972 International #1603 bus body and chassis, needed for law enforcement officers
Parks, Recreation & Tourism	1968 Chevrolet Bel Air	1972 Ford Galaxie 500
	1970 Mercury Monterey	1973 Mercury Marquis 4ds
	2-1970 Ford 4ds	2-1973 Ford Galaxie 500 4ds
	1970 Ford wagon	1973 Ford wagon
College of Charleston		1972 Plymouth wagon, assigned to Physical Plant
		1973 Plymouth 4ds for security
	1963 Ford Falcon wagon	1972 Chevrolet van wagon
		1972 Ford 4ds - assigned to Physical Plant
School for the Deaf & the Blind		1960 GMC 42-passenger bus to transport students from Spartanburg to the Aiken area
University of S. C.	10-1969 and 1970 vehicles	10-1973 4ds (Contract cars)
		1972 or 1973 Chevrolet or International 3/4 ton 12-passenger carry all - assigned to Geology Department
		1972 4ds - assigned to Reg. Campus Office
Piedmont TEC		1972 International 54-passenger school bus - for trips & transporting students
Employment Security Commission	(Wrecked) 1969 LTD wagon declared total loss	1972 Ford or Plymouth 9-passenger wagon
Archives & History	1968 VW bus	1972 VW bus
Industrial Commission	1969 Buick LeSabre	1973 Buick LeSabre
Medical University of S. C.	2-1969 Plymouth 4ds	2-1973 Ford Custom 500 4ds

<u>Agency</u>	<u>Exchange</u>	<u>Purchase</u>
Technical Education		1972 Winnebago van to be used for recruiting education and training for the Coastal Plains Region of S. C.
Wildlife Resources	50-1969 and 1970 Ford 4ds	50-1973 Ford Custom 500 4ds
Mental Health Department	2-1968 Plymouth wagons	2-1972 Plymouth 4ds
Mental Retardation Dept.		1973 Ford F-600 or Chevrolet cab and chassis truck - van body to be installed on new cab and chassis truck
State Ports Authority		1972 or 1973 Chevrolet wagon assigned to Heavy Lift Dept.
Retirement System		1972 Ford 4ds - assigned to Director
SLED	39-1969, 70, 71 4ds	39-1973 Buick LeSabre 4ds
	1971 Oldsmobile 4ds w/75,000 miles	1973 Oldsmobile 4ds
Education Department	1967 Chevrolet Impala	1973 Chevrolet Impala
Technical Education		1973 Ford Custom 500 4ds assigned to Industrial Eng.

EXHIBIT V
SEPT. 18, 1972

STATE PERSONNEL DIVISION AGENDA FOR
BUDGET AND CONTROL BOARD MEETING ON SEPTEMBER 18, 1972

1. GUIDELINES FOR ADMINISTERING THE NEW ANNUAL LEAVE LAW AS ENACTED JUNE 2, 1972

The written guidelines as distributed in advance to the Board members have been reviewed in detail by the Attorney General and a member of his staff (Ray Halford). The Attorney General approved this final draft. He did observe that our provision that the maximum amount of leave which may be earned and used in any year be restricted to 30 days may be questioned in some quarters, but he feels that it is not beyond the Board's authority to make such an administrative determination to the extent that it does not amend the language of the Law itself, and he added that this particular provision does not. It is our opinion that this Law provides exceedingly generous leave benefits to employees and that it is unrealistic and perhaps fiscally irresponsible to permit an employee to use more than thirty days of leave in a year which, on the basis of a five day workweek, translates to six full weeks of paid vacation, to which must be added another eleven or twelve paid holidays.

There is a real urgency to providing the agencies with approved guidelines as soon as possible. We would like to get them in the mail today.

11. PAYMENT OF TERMINAL LEAVE TO DR. MORRIS

There seems to be no question but what the State is obligated to pay Dr. Morris in a lump sum for his accumulated, unused annual leave. He is transferring from a position in an agency which is covered under the Annual Leave Law to a position in an institution which is exempt from the Law and for which there is no provision for accepting or maintaining transferred leave credits. The question at moment concerns the amount of leave which may have been accumulated by Dr. Morris and for which he is to be paid. There is some difference of opinion in this respect as indicated by a ruling of the Attorney General as expressed in his recent letter

to the Comptroller General (refer to letter).

111. INSURANCE PLAN FOR STATE RETIREES

Over the past several months we have been working closely with representatives of Blue Cross-Blue Shield in determining the nature and extent of the health insurance benefits which can be provided to retired State employees and surviving spouses of deceased State employees within our funding capability. We felt that we needed to provide them with better benefits and at somewhat less cost than is presently available through the purchase of an individual non-group contract. At the same time, we do not feel that we are strongly obligated to provide them with the same level of benefits made available to our active State employees. Consideration is given to the fact, also, that the retired employees already are benefiting from the State's matching contribution to their retirement annuity, and that those 65 years of age and over are benefiting in addition from the State's matching contribution to their Social Security annuity.

After considering many plans and plan alternatives in the light of all the above considerations, we have concluded that what we should recommend to the Board is that all of the retired employees, regardless of age, be offered the Standard Health Insurance Plan as designed for the active employees, but without the life and long term disability insurance or the major medical coverage. It should be noted that something over 90% of all active employees have elected the Expanded coverage in lieu of the Standard coverage and that we do not propose to make the Expanded coverage available to the retired employees. It is important to emphasize, also, that the benefits provided by the Standard Plan to those individuals who are 65 years of age and over would be coordinated with the benefits provided by Part A and Part B of Medicare whether or not such individuals had enrolled in and were paying such benefits. Admittedly, this means that any individual who is eligible for Medicare must enroll in and pay for Part B of Medicare if he expects to receive the full level of benefits which the Standard Plan is designed to provide.

The following rates have been guaranteed by Blue Cross-Blue Shield for this first year of the contract:

Retiree Only.	\$ 9.60
Retiree/Spouse\$19.20
Retiree/Children\$15.10
Full Family	\$24.70

We are proposing that the State pay \$_____ per retiree for the purchase of an insurance plan.

It should be noted that for the retirees under 65 years of age the Standard Plan offers:

1. More comprehensive hospital and medical service coverage at less cost than is obtainable through an individual non-group contract. Our Group Plan would cost \$9.60 per month for individual coverage as opposed to \$20.05 per month for single coverage through an individual contract.
2. The option of covering family dependents under his own contract.
3. A \$25.00 deductible instead of the standard \$50.00 deductible.
4. The \$550.00 surgical schedule instead of the \$375.00 surgical schedule under the individual contract.
5. A guaranteed rate for one year.
6. Guaranteed coverage after age 65.

For the retiree at age 65 and over, the Standard Plan offers the following benefits as supplements to Medicare:

1. Coverage in a non-Medicare participating hospital.
2. Payment in full for private room accommodations if no semi-private accommodations are available.
3. Payment in full of 150 days of semi-private room and board plus an undetermined number of days beyond that point (this is due to the method of coordination of the State Group Program with Medicare whereby the

Group total dollars will be computed for the hospital stay and this sum used as a pool for payment of Medicare deductibles and an extension of hospital days.)

In addition, and unrelated to the Medicare benefits, the State Group Plan would permit the retiree to cover family dependents under his contract and assure him a guaranteed rate for one year.

Although it is recognized that those retirees who are 65 years of age and over would find it necessary to pay extra for Medicare, which would run their overall costs higher than that of the under 65 retiree, it should be noted that Medicare itself provides certain benefits which are not available in our Standard Plan. These include (1) Doctor's home and office visits, not to exceed one such visit per week, (2) payment for durable medical equipment, embracing special hospital beds, wheelchairs, prosthetic appliances, etc., (3) authorized ambulance service, and (4) possible out of hospital drugs if the pending amendments to Social Security are passed. It is proposed to offer a modified major medical benefit as an optional election.

IV. INSURANCE COVERAGE FOR "RETIRED LEGISLATORS"

V. INSURANCE COVERAGE FOR PART TIME MEDICAL CONSULTANTS (Refer to memorandum to P. C. Smith from Medical Consultants at Voc. Rehab. dated August 23)

STATE OF SOUTH CAROLINA
PERSONNEL DIVISION

Culnan
F. E. ELLIS
STATE DIRECTOR



TELEPHONE
(803) 758-3334

700 KNOX ABBOTT DRIVE
CAYCE, SOUTH CAROLINA 29033
September 12, 1972

TO: MEMBERS, BUDGET AND CONTROL BOARD

Enclosed for your review and consideration is a copy of the guidelines which we would propose to issue to all State agencies in the name of the Budget and Control Board for administering the recently enacted Annual Leave Law. These guidelines have been reviewed in detail with the Attorney General. It is his opinion that the statements as drafted could not properly be used as official regulations since they go beyond the language of the Act in providing interpretations and procedures based upon administrative constructions of the law, but he agrees that they could be used as "guidelines". This is a practice followed commonly by the U. S. Department of Labor, the EEOC and other Federal agencies in administering the Fair Labor Standards Act, the Civil Rights Act, etc. In the case of the Maternity Leave Law, it is the opinion of the Attorney General that interpretive guidelines will not be necessary due to the specific wording of the Law, and that we need issue only a copy of the enacted statute.

The barrage of inquiries from State agency officials and individual employees concerning the application of the new Annual Leave and Maternity Leave Laws, and the repeated requests for the dissemination of guidelines and instructions dictate a high priority to releasing these materials. The statements in our guidelines have been drafted and edited with great care with a view to assuring fair and equitable treatment to all employees within the provisions of the Law, providing administrators with clear, understandable definitions, rules and instructions, and safeguarding the fiscal responsibility of the State.

With the approval of the Board, we would propose to re-produce these materials in quantity and release copies to each of the departments, agencies, commissions, etc., of the State on or before September 20, 1972. Please let me know as soon as possible if you have any significant reservations or wish some particular explanations.

Thank you for your continuing assistance.

Yours truly,

F. E. Ellis
State Director of Personnel

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SECTION 1

ANNUAL LEAVE GUIDELINES

The June 2, 1972, Annual Leave Act for State employees establishes a standard annual leave earning rate that shall apply to all State employees except teaching personnel and officials of academic rank at State-supported institutions of higher learning.

Section 1-1. DEFINITIONS

For the purpose of these guidelines, the following definitions apply:

- (a) Agency: an instrumentality of State government, such as, but not limited to, the following: Authority, Board, Bureau, Commission, Committee, Council, Department, Division, or Institution of Higher Learning.
- (b) Permanent full-time employee: one who has completed six (6) months of satisfactory service; one who is scheduled to work the agency's official workweek (but in no event less than 37.5 hours per workweek); and who is not a temporary or student employee.
- (c) Permanent part-time employee: one who has completed six (6) months of satisfactory service; who is scheduled to work no less than one-half ($\frac{1}{2}$) the workweek of a full-time employee of that agency; or who is scheduled to work the full-time schedule per workweek for not less than six (6) calendar months per year; and who is not a temporary or student employee.
- (d) Day: the total hours in a workday that an employee is regularly scheduled to work.
- (e) Year: calendar year, from January 1 through December 31.

Section 1-2. ELIGIBILITY

Annual leave shall be accrued by and granted to:

- (a) permanent full-time employees, and
- (b) permanent part-time employees,

in accordance with the definitions and in the amounts as prescribed herein.

Section 1-3. ANNUAL LEAVE RECORD

A leave record shall be maintained by the employing agency for each employee covered under the provisions of the Act, which shall be subject to audit by the State Budget and Control Board. Such record shall:

- be balanced no less frequently than once each calendar year,
- indicate the number of leave days earned during the current calendar year,
- indicate the number of leave days used during the current calendar year,
- indicate the number of days carried forward from the previous calendar year, but not exceeding the maximum accrual authorized,
- include any other information the agency may require, and
- be subject to inspection by the employee no less than once per calendar year, should the employee so request.

Section 1-4. ANNUAL LEAVE EARNINGS

A. FULL-TIME EMPLOYEES

1. FIVE (5) DAYS PER WORKWEEK SCHEDULE

(a) Service of less than six (6) months

Full-time employees with less than six (6) months service do not accrue annual leave.

(b) Service of ten (10) years or less

Full-time employees, upon the completion of their first six (6) months of service, on five (5) days per workweek schedule with State service of less than ten (10) years, shall earn annual leave dating from date of employment at the rate of one and one-fourth (1 $\frac{1}{4}$) working days per full month of service in each calendar year.

(c) Service of more than ten (10) years

Full-time employees on a five (5) days per workweek schedule with State service of more than ten (10) years, shall earn annual leave at the rate of:

1. one and one-fourth ($1\frac{1}{4}$) working days per full month of service in each calendar year, plus
2. one and one-fourth ($1\frac{1}{4}$) working days for each year of continuous service in excess of ten (10) years,

except that the maximum number of working days of annual leave that may be accrued in any one year shall not exceed thirty (30).

2. WORKWEEK SCHEDULES OF MORE THAN FIVE (5) DAYS

Full-time employees on regularly scheduled workweeks of more than five (5) days shall earn annual leave at rates that produce the equivalent earnings of the employees on a five (5) days per workweek schedule: For example:

(a) Five and one-half ($5\frac{1}{2}$) days per workweek schedule

During the first ten (10) years of service, the earnings rate for employees on a five and one-half ($5\frac{1}{2}$) days per workweek schedule shall be 1.375 working days per month per calendar year. In addition, employees after ten (10) years of service shall earn 1.375 working days of leave for each year of continuous service, except that the maximum number of working days that may be earned in any one year shall not exceed thirty-three (33).

(b) Six (6) days per workweek schedule

During the first ten (10) years of service, the earnings rate for employees on a six (6) days per workweek schedule shall be 1.5 working days per month per calendar year. In addition, employees after ten (10) years of service shall earn 1.5 working days of leave for each year of continuous service, except that the maximum number of working days that may be earned in any one year shall not exceed thirty-six (36).

B. PART-TIME EMPLOYEES

1. Service of less than six (6) months

Part-time employees with less than six (6) months of service do not accrue annual leave.

2. Service of more than six (6) months

Part-time employees, upon the completion of their first six (6) months of service, shall earn annual leave dating from date of employment on a pro-rata basis that produces the equivalent earnings of the employees on a five (5) days per workweek schedule. (See Section 1-1. DEFINITIONS, Item (c), Permanent Part-time Employee)

Section 1-5. MAXIMUM ACCUMULATION

A. FULL-TIME EMPLOYEES

1. Five (5) days per workweek schedule

Full-time employees on a five (5) days per workweek schedule shall be permitted to carry over from one calendar year to the next any unused earned annual leave up to a total accumulation of forty-five (45) days; EXCEPT THAT, employees of a merit system agency that previously provided for a maximum accumulation in excess of forty-five (45) days and who had been credited with a maximum accumulation in excess of forty-five (45) days as of June 2, 1972, shall not forfeit the excess, but shall retain such excess leave which shall be the maximum amount the employee may carry over into future years. If the employee subsequently reduces the amount of such leave carried over, the reduced amount, if in excess of forty-five (45) days, shall become the employee's maximum carry over into future years. If the employee further reduces the amount of such leave carried over to forty-five (45) days or less, forty-five (45) days shall become the maximum amount of unused annual leave the employee may thereafter accumulate.

2. Workweek schedules of more than five (5) days

Full-time employees on regularly scheduled workweeks of more than five (5) days shall be permitted to carry over from one calendar year to the next any unused earned annual leave up to a total accumulation that is equivalent to the maximum accumulation of forty-five (45) days for employees on a five (5) days per workweek schedule. For example:

(a) Five and one-half (5½) days per workweek schedule

The maximum accumulated annual leave for employees regularly scheduled to work five and one-half (5½) days per workweek shall be forty-nine and one-half (49½) working days.

(b) Six (6) days per workweek schedule

The maximum accumulated annual leave for employees regularly scheduled to work six (6) days per workweek shall be fifty-four (54) working days.

B. PERMANENT PART-TIME EMPLOYEES

Permanent part-time employees shall be permitted to carry over from one calendar year to the next any unused earned annual leave up to a total accumulation that, on a pro-rata basis, produces the equivalent maximum accumulation of the employees on a five (5) days per workweek schedule.

Section 1-6. EARNED LEAVE IN EXCESS OF MAXIMUM ACCUMULATION

All eligible employees shall be entitled to bring into any calendar year the maximum accumulation as authorized in Section 1-5. Any eligible employee that does bring the maximum accumulation into a calendar year shall also be entitled to earn and use annual leave up to a maximum as authorized in Section 1-7 (A) during that calendar year. However, only the maximum accumulation as authorized in Section 1-5 may be carried over into the next calendar year.

Section 1-7. USING AND SCHEDULING LEAVE

A. MAXIMUM DAYS USED PER YEAR

The maximum number of earned or accumulated working days of annual leave that may be used in any one calendar year shall not exceed:

1. For employees on a five (5) days per workweek schedule - thirty (30) working days,
2. For employees on regularly scheduled workweeks of more than five (5) days - a total number of working days that are equivalent to thirty (30) working days for a five (5) days per workweek schedule, or
3. For employees on a part-time schedule - the pro-rata portion of the thirty (30) working days maximum that is applicable to employees on a five (5) days per workweek schedule.

B. SCHEDULING LEAVE

To the degree possible, employees' requests for specific periods of annual leave shall be honored. However, considerations of workloads, work distribution, and similar factors may necessitate changes. Approval of the appointing authority is required for:

1. the specific periods that employees shall be on annual leave, and
2. the length of any annual leave, i.e., the number of consecutive working days in any one leave period.

C. UNITS OF ANNUAL LEAVE

The appointing authority shall establish policies on the using and scheduling of annual leave but in no event shall leave be used and charged in units of less than one (1) hour.

D. HOLIDAY DURING LEAVE

A holiday observed by the employing agency while an employee is on a period of annual leave that falls on a day that the employee would otherwise have scheduled to work shall not be charged as a day of annual leave.

Section 1-8. LEAVE COMPUTATION

For ease of administration, records on leave earned, leave taken, and leave accumulated should be converted to the hourly equivalent. By so doing, varied work schedules can be readily equated to the base of a five (5) day workweek schedule.

Section 1-9. CREDITED SERVICE

A. EMPLOYEES HIRED PRIOR TO JUNE 2, 1972

Employees as of June 2, 1972, shall carry forward all service as a State employee prior to June 2, 1972 for purposes of determining annual leave earnings.

B. BREAKS-IN-SERVICE

1. Subsequent to June 2, 1972, employees who terminate employment with the State and who are re-hired within twelve (12) consecutive months shall be given credit for the period of service prior to termination but shall not be given service credit for the period between termination and re-employment. (No prior leave accrual shall be reinstated.)

2. Subsequent to June 2, 1972, employees who terminate employment with the State and are re-hired more than twelve (12) consecutive months after termination, shall not be given credit for the period of prior service. Annual leave earnings shall be based upon the most recent employment date with applicable adjustment as described below.

C. LEAVES WITHOUT PAY AND EDUCATIONAL LEAVES

Periods of authorized leave without pay of over five (5) working days in any one pay period and periods of educational leave shall not be credited as service for determining annual leave earnings.

D. ANNIVERSARY DATE

Employees' anniversary dates shall be adjusted for the total length of periods of authorized leave without pay of over five (5) working days in any one pay period, periods of educational leave, and for breaks-in-service of less than twelve (12) consecutive months as defined above.

E. CREDITING LEAVE FOR SERVICE OF OVER TEN (10) YEARS

The additional leave earnings based upon service of over ten (10) years shall be granted to employees each calendar year on their adjusted anniversary dates.

Section 1-10. TRANSFER

Employees who transfer from one State agency to another shall transfer their accumulated unused leave up to that total amount authorized adjusted to the scheduled workweek of the gaining agency.

In the case of an employee transferring from a merit system agency who has a maximum accumulation in excess of that currently authorized by the gaining agency, the excess shall be paid in lump sum to the employee by the losing agency at the time of transfer.

An employee's transfer from one State agency to another shall not constitute a break-in-service.

Section 1-11. HIRING ADDITIONAL EMPLOYEES

Additional employees shall not be hired to replace employees on annual leave. When a vacancy occurs due to termination of employment, a replacement may be employed.

Section 1-12. TERMINATION OF EMPLOYMENT

Upon termination of employment with the State, employees shall be paid in lump sum for the authorized unused annual leave earnings accumulated to their credit, except that:

1. the total number of working days used by an employee in that calendar year, plus
2. the total number of working days paid in lump sum to such employee,

shall not exceed the maximum allowable number of working days accumulation as defined in Section 1-5.

No additional annual leave earnings apply during the period represented by the lump sum payment and service credits are not given for such period.

Section 1-13. PAYMENT UPON DEATH OF EMPLOYEES

Upon the death of an employee while in active service, the legal representative shall be entitled to payment in lump sum for the authorized unused annual leave earnings accumulated to his or her credit up to the date of death, except that:

1. the total number of working days used by the employee in that calendar year, plus
2. the total number of working days paid in lump sum to the employee's legal representative,

shall not exceed the maximum allowable number of working days accumulation as defined in Section 1-5.

Section 1-14. QUESTIONS AND PROBLEMS

State agencies that have problems regarding the administration of annual leave or questions about the policies herein, are to contact the State Personnel Division for assistance. As needed, interpretive memoranda shall be issued by the State Personnel Division to clarify intent or to give examples that will be helpful in carrying out the provisions of the Annual Leave Act.

ANNUAL LEAVE COMPUTATION PROCEDURE

- A. $\frac{\text{Number of hours in an employee's workweek}}{\text{Number of hours in the employing agency's full-time five (5) day workweek}} = \text{Percent (\%) of full-time five (5) day workweek that the employee works}$
- B. $(\text{Number of hours in a full-time employee's workday}) \times (1\frac{1}{4}) = \text{Hourly equivalent annual leave earnings of a full-time employee}$
- C. $(\% \text{ of full-time five (5) day workweek the employee works}) \times (\text{Hourly equivalent annual leave earnings of a full-time employee}) = \text{Number hours of annual leave earned by an employee per month*}$

* The number hours of annual leave earned by an employee per month also represents the same number hours of additional annual leave earnings that shall be credited to an employee for each year of continuous State service in excess of ten (10) years.

- D. $(\text{Number hours of annual leave earned by an employee per month}) \times (12 \text{ months}) = \text{Number hours of annual leave earned by an employee per year}$
- E. $(\text{Number hours of annual leave earned by an employee per year}) \times (2)** = \text{The maximum number hours of annual leave that an employee may earn or use in any single calendar year}$

** Twice the hourly earnings per year.

- F. $(\text{Number hours of annual leave earned by an employee per year}) \times (3)*** = \text{The maximum number hours of annual leave that an employee may carry over from one calendar year to the next}$

*** Three times the hourly earnings per year.

ANNUAL LEAVE EARNINGS

EXAMPLES

(1.) Full-time, $37\frac{1}{2}$ hour workweek, $7\frac{1}{2}$ hour workday, 5 days per workweek.

$$(a.) \frac{37.500 \text{ hours}}{37.500 \text{ hours}} = 100\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (7.500 \text{ hours}) \times (1\frac{1}{4}) = 9.375 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (100\%) \times (9.375 \text{ hours}) = 9.375 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (9.375 \text{ hours}) \times (12 \text{ months}) = 112.500 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (112.500 \text{ hours}) \times (2) = 225.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (112.500 \text{ hours}) \times (3) = 337.500 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(2.) Full-time, 40 hour workweek, 8 hour workday, 5 days per workweek.

(a.) $\frac{40.000 \text{ hours}}{40.000 \text{ hours}} = 100\%$ (% of full-time five (5) day workweek that the employee works)

(b.) $(8.000 \text{ hours}) \times (1\frac{1}{4}) = 10.000 \text{ hours}$ (Hourly equivalent annual leave earnings of a full-time employee)

(c.) $(100\%) \times (10.000 \text{ hours}) = 10.000 \text{ hours}$ (Number hours of annual leave earned by an employee per month)

(d.) $(10.000 \text{ hours}) \times (12 \text{ months}) = 120.000 \text{ hours}$ (Number hours of annual leave earned by an employee per year)

(e.) $(120.000 \text{ hours}) \times (2) = 240.000 \text{ hours}$ (The maximum number of hours of annual leave that an employee may earn or use in any single calendar year)

(f.) $(120.000 \text{ hours}) \times (3) = 360.000 \text{ hours}$ (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)

(3.) Full-time, 45 hour workweek, 9 hour workday, 5 days per workweek.

$$(a.) \frac{45.000 \text{ hours}}{45.000 \text{ hours}} = 100\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (9.000 \text{ hours}) \times (1\frac{1}{4}) = 11.250 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (100\%) \times (11.250 \text{ hours}) = 11.250 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (11.250 \text{ hours}) \times (12 \text{ months}) = 135.000 \text{ hours (Number hours annual leave earned by an employee per year)}$$

$$(e.) (135.000 \text{ hours}) \times (2) = 270.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (135.000 \text{ hours}) \times (3) = 405.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(4.) Part-time ($\frac{1}{2}$), $37\frac{1}{2}$ hour workweek, $7\frac{1}{2}$ hour workday, 5 days per workweek.

(a.) $\frac{18.750 \text{ hours}}{37.500 \text{ hours}} = 50\%$ (% of full-time five (5) day workweek that the employee works)

(b.) $(7.500 \text{ hours}) \times (1\frac{1}{4}) = 9.375 \text{ hours}$ (Hourly equivalent annual leave earnings of a full-time employee)

(c.) $(50\%) \times (9.375 \text{ hours}) = 4.6875 \text{ hours}$ (Number hours of annual leave earned by an employee per month)

(d.) $(4.6875 \text{ hours}) \times (12 \text{ months}) = 56.250 \text{ hours}$ (Number hours annual leave earned by an employee per year)

(e.) $(56.250 \text{ hours}) \times (2) = 112.500 \text{ hours}$ (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)

(f.) $(56.250 \text{ hours}) \times (3) = 168.750 \text{ hours}$ (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)

(5.) Part-time ($\frac{1}{2}$), 40 hour workweek, 8 hour workday, 5 days per workweek.

$$(a.) \frac{20.000 \text{ hours}}{40.000 \text{ hours}} = 50\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (8.000 \text{ hours}) \times (1\frac{1}{4}) = 10.000 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (50\%) \times (10.000 \text{ hours}) = 5.000 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (5.000 \text{ hours}) \times (12 \text{ months}) = 60.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (60.000 \text{ hours}) \times (2) = 120.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (60.000 \text{ hours}) \times (3) = 180.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(6.) Part-time ($\frac{1}{2}$), 45 hour workweek, 9 hour workday, 5 days per workweek.

(a.) $\frac{22.500 \text{ hours}}{45.000 \text{ hours}} = 50\%$ (% of full-time five (5) day workweek that the employee works)

(b.) $(9.000 \text{ hours}) \times (1\frac{1}{4}) = 11.250 \text{ hours}$ (Hourly equivalent annual leave earnings of a full-time employee)

(c.) $(50\%) \times (11.250 \text{ hours}) = 5.625 \text{ hours}$ (Number hours annual leave earned by an employee per month)

(d.) $(5.625 \text{ hours}) \times (12 \text{ months}) = 67.500 \text{ hours}$ (Number hours of annual leave earned by an employee per year)

(e.) $(67.500 \text{ hours}) \times (2) = 135.000 \text{ hours}$ (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)

(f.) $(67.500 \text{ hours}) \times (3) = 202.500 \text{ hours}$ (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)

(7.) Full-time, 45 hour workweek, 7½ hour workday, 6 days per workweek.

$$(a.) \frac{45.000 \text{ hours}}{37.500 \text{ hours}} = 120\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (7.500 \text{ hours}) \times (1\frac{1}{4}) = 9.375 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (120\%) \times (9.375 \text{ hours}) = 11.250 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (11.250 \text{ hours}) \times (12 \text{ months}) = 135.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (135.000 \text{ hours}) \times (2) = 270.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (135.000 \text{ hours}) \times (3) = 405.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(8.) Full-time, 48 hour workweek, 8 hour workday, 6 days per workweek.

$$(a.) \frac{48.000 \text{ hours}}{40.000 \text{ hours}} = 120\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (8.000 \text{ hours}) \times (1\frac{1}{4}) = 10.000 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (120\%) \times (10.000 \text{ hours}) = 12.000 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (12.000 \text{ hours}) \times (12 \text{ months}) = 144.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (144.000 \text{ hours}) \times (2) = 288.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (144.000 \text{ hours}) \times (3) = 432.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(9.) Full-time, 54 hour workweek, 9 hour workday, 6 days per workweek.

$$(a.) \frac{54.000 \text{ hours}}{45.000 \text{ hours}} = 120\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (9.000 \text{ hours}) \times (1\frac{1}{4}) = 11.250 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (120\%) \times (11.250 \text{ hours}) = 13.500 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (13.500 \text{ hours}) \times (12 \text{ months}) = 162.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (162.000 \text{ hours}) \times (2) = 324.000 \text{ hours (The maximum number hours of annual leave than an employee may earn or use in any single calendar year)}$$

$$(f.) (162.000 \text{ hours}) \times (3) = 486.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(10.) Part-time ($\frac{1}{2}$), 45 hour workweek, $7\frac{1}{2}$ hour workday, 6 days per workweek.

$$(a.) \frac{22.500 \text{ hours}}{37.500 \text{ hours}} = 60\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (7.500 \text{ hours}) \times (1\frac{1}{4}) = 9.375 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (60\%) \times (9.375 \text{ hours}) = 5.625 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (5.625 \text{ hours}) \times (12 \text{ months}) = 67.500 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (67.500 \text{ hours}) \times (2) = 135.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (67.500 \text{ hours}) \times (3) = 202.500 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(11.) Part-time ($\frac{1}{2}$), 48 hour workweek, 8 hour workday, 6 days per workweek.

$$(a.) \frac{24.000 \text{ hours}}{40.000 \text{ hours}} = 60\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (8.000 \text{ hours}) \times (1\frac{1}{2}) = 10.000 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (60\%) \times (10.000 \text{ hours}) = 6.000 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (6.000 \text{ hours}) \times (12 \text{ months}) = 72.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (72.000 \text{ hours}) \times (2) = 144.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (72.000 \text{ hours}) \times (3) = 216.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

(12.) Part-time ($\frac{1}{2}$), 54 hour workweek, 9 hour workday, 6 days per workweek.

$$(a.) \frac{27.000 \text{ hours}}{45.000 \text{ hours}} = 60\% \text{ (\% of full-time five (5) day workweek that the employee works)}$$

$$(b.) (9.000 \text{ hours}) \times (1\frac{1}{4}) = 11.250 \text{ hours (Hourly equivalent annual leave earnings of a full-time employee)}$$

$$(c.) (60\%) \times (11.250 \text{ hours}) = 6.750 \text{ hours (Number hours of annual leave earned by an employee per month)}$$

$$(d.) (6.750 \text{ hours}) \times (12 \text{ months}) = 81.000 \text{ hours (Number hours of annual leave earned by an employee per year)}$$

$$(e.) (81.000 \text{ hours}) \times (2) = 162.000 \text{ hours (The maximum number hours of annual leave that an employee may earn or use in any single calendar year)}$$

$$(f.) (81.000 \text{ hours}) \times (3) = 243.000 \text{ hours (The maximum number hours of annual leave that an employee may carry over from one calendar year to the next)}$$

ever, no leave or pay benefits may be earned during such period of maternity leave.

SECTION 7. The State Budget and Control Board, through the Division of Personnel, may promulgate such rules and regulations in accordance with law as may be necessary to administer the provisions hereof, including the power to define the use of sick leave prior to the maternity leave without pay period.

SECTION 8. This act shall take effect upon approval by the Governor.

In the Senate House the 7th day of June

In the Year of Our Lord One Thousand Nine Hundred and Seventy-Two.

EARLE E. MORRIS, JR.,
President of the Senate.

SOLOMON BLATT,
Speaker of the House of Representatives.

Approved the 12th day of June, 1972.

JOHN C. WEST,
Governor.

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SECTION 7. The State Budget and Control Board, through the Division of Personnel, may promulgate such rules and regulations in accordance with law as may be necessary to administer the provisions hereof, including the power to define the use of sick leave prior to the maternity leave without pay period.

SECTION 8. This act shall take effect upon approval by the Governor.

In the Senate House the 7th day of June

In the Year of Our Lord One Thousand Nine Hundred and Seventy-Two.

EARLE E. MORRIS, JR.,
President of the Senate.

SOLOMON BLATT,
Speaker of the House of Representatives.

Approved the 12th day of June, 1972.

JOHN C. WEST,
Governor.

*Continued
from Page*

STATE OF SOUTH CAROLINA
PERSONNEL DIVISION

EXHIBIT VI
SEPT. 18, 1972

F. E. ELLIS
STATE DIRECTOR



TELEPHONE
(803) 758-3334

700 KNOX ABBOTT DRIVE
CAYCE, SOUTH CAROLINA 29033

August 25, 1972

TO: MEMBERS OF THE BUDGET AND CONTROL BOARD

The State Employee Grievance Committee held a hearing on August 15, 1972, on the appeal of Jackie Pankey Clark, concerning her suspension and dismissal from employment at Midlands Center, Department of Mental Retardation, as a Clerk-Typist II. The State Grievance Committee met, following the hearing on August 15, and reached its decision, a copy of which is attached.

Enclosed, also, are several documents which provide considerable information on the specific issues on which Mrs. Clark's appeal is based as well as the position taken by the agency.

A complete transcript of the State Employee Grievance Committee hearing is being prepared and will be available for review by members of the Board should such be desired.

Under the Grievance Act, the Board has thirty (30) days in which to render its decision dating from August 28, 1972.

It is the intention of the State Employee Grievance Committee and endorsed by the State Personnel Division that no indication of the Committee's action be made public or released to the parties until the Board has rendered its decision. Therefore, your confidence in the interim would be greatly appreciated.

Mr. Albert D. Ray of this Division attended the hearing on August 15, in my behalf, and would be happy to appear before the Board to answer any questions.

If we may be of further assistance prior to your meeting to deliberate your action, please let us know.

Yours truly,

A handwritten signature in cursive script, appearing to read "F. E. Ellis".

F. E. ELLIS
State Director of Personnel

FEE:bjc

Enclosures

cc: The Honorable P. C. Smith
Secretary, Budget and Control Board

925 A

The decision of the State Employee Grievance Committee was unanimous, however, the signature of Miss Madelyn Walker has been delayed in the mail.

To avoid further delay, this case is forwarded without Miss Walker's signature, which will be on file in the State Personnel Division no later than August 28, 1972.

926B

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Jackie Pankey Clark
JOB CLASSIFICATION: Clerk-Typist II
AGENCY: Department of Mental Retardation DATE: August 15, 1972
NATURE OF CASE: Suspension and Dismissal

FINDINGS: (Use additional pages if necessary.)

By unanimous decision the State Employee Grievance Committee voted to uphold the dismissal of Mrs. Jackie Pankey Clark.

RECOMMENDATION:

To uphold the decision of the Department of Mental Retardation.

Signatures of Committee Members:

Signature Robert H. Henderson Date August 15, 1972
COMMITTEE CHAIRMAN
Bruce R. Templeton
Margaret A. Dutton

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____ Date: _____
BUDGET AND CONTROL BOARD

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Jackie Pankey Clark
JOB CLASSIFICATION: Clerk-Typist II
AGENCY: Department of Mental Retardation DATE: August 15, 1972
NATURE OF CASE: Suspension and Dismissal

FINDINGS: (Use additional pages if necessary.)

By unanimous decision the State Employee Grievance Committee voted to uphold the dismissal of Mrs. Jackie Pankey Clark.

RECOMMENDATION:

To uphold the decision of the Department of Mental Retardation.

Signatures of Committee Members:

Charles A. Hedding

Signature *Robert H. Henderson*
COMMITTEE CHAIRMAN

Date *August 15, 1972*

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____ Date: _____
BUDGET AND CONTROL BOARD

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Jackie Pankey Clark
 JOB CLASSIFICATION: Clerk-Typist II
 AGENCY: Department of Mental Retardation DATE: August 15, 1972
 NATURE OF CASE: Suspension and Dismissal

FINDINGS: (Use additional pages if necessary.)

By unanimous decision the State Employee Grievance Committee voted to uphold the dismissal of Mrs. Jackie Pankey Clark.

RECOMMENDATION:

To uphold the decision of the Department of Mental Retardation.

Signatures of Committee Members:

 Signature *Robert H. Ginderman* Date *August 19, 1972*
 COMMITTEE CHAIRMAN *August 15, 1972*

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____ Date: _____
 BUDGET AND CONTROL BOARD

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Jackie Pankey Clark
JOB CLASSIFICATION: Clerk-Typist II
AGENCY: Department of Mental Retardation DATE: August 15, 1972
NATURE OF CASE: Suspension and Dismissal

FINDINGS: (Use additional pages if necessary.)

By unanimous decision the State Employee Grievance Committee voted to uphold the dismissal of Mrs. Jackie Pankey Clark.

RECOMMENDATION:

To uphold the decision of the Department of Mental Retardation.

Signatures of Committee Members:

Signature *Curtis Anderson* August 19, 1972
Signature *Robert H. Gendreau* Date August 15, 1972
COMMITTEE CHAIRMAN

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____ Date: _____
BUDGET AND CONTROL BOARD

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Jackie Pankey Clark
JOB CLASSIFICATION: Clerk-Typist II
AGENCY: Department of Mental Retardation DATE: August 15, 1972
NATURE OF CASE: Suspension and Dismissal

FINDINGS: (Use additional pages if necessary.)

By unanimous decision the State Employee Grievance Committee voted to uphold the dismissal of Mrs. Jackie Pankey Clark.

RECOMMENDATION:

To uphold the decision of the Department of Mental Retardation.

Signatures of Committee Members:

_____ *W. J. Brown*

Signature *Robert H. Henderson*
COMMITTEE CHAIRMAN

Date *August 15, 1972*

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____
BUDGET AND CONTROL BOARD

Date: _____

LIST OF ENCLOSURES

1. Employee Grievance Application Form
2. Employment Record
3. A letter from Mrs. Jackie Pankey Clark to Dr. Charles D. Barnett
4. The Agency's final decision rendered by Dr. Charles D. Barnett

929C

EMPLOYEE GRIEVANCE APPLICATION FORM

(THIS FORM TO BE COMPLETED BY THE EMPLOYEE INITIATING THE APPEAL)

Employee's Name Jackie Pankey Clark
(Mrs.)

1. Have you been a permanent employee for at least six (6) months? Yes

2. Have you complied fully with the grievance policies and procedures within
your agency? Yes

3. Have you received a final decision from your agency? Yes

RECEIVED
JUL 10 1972
S. C. STATE
PERSONNEL DIVISION

(IF YOUR ANSWER IS "YES" TO THE THREE QUESTIONS ABOVE AND YOU WISH TO APPEAL THE DECISION OF YOUR AGENCY TO THE SOUTH CAROLINA STATE EMPLOYEE GRIEVANCE COMMITTEE, YOU MAY DO SO BY COMPLETING THIS FORM.)

APPELLANT'S NAME: Jackie Pankey Clark

JOB CLASSIFICATION: Clerk -Typist II

AGENCY: Department of Mental Retardation

HOME ADDRESS: 1641 Bywood Drive, Columbia, S. C. 29206

TELEPHONE: 782-6762

GRIEVANCE

STATEMENT OF FACTS INVOLVED:

(Be as specific as possible as to names, dates and location. Continue on additional page or pages if necessary.)

I was Suspended May 29, 1972 and discharged 15 days later, from Midlands Center, S. C. Department of Mental Retardation on grounds that I do not feel are substantiated by Dr. Charles H. Chadwell, Superintendent. The letter stated that I was discharged for Un-acceptable Conduct at Midlands Center. Not aware of doing anything, I called and ask Dr. Chadwell what the unacceptable conduct meant. He stated Stormy. This I assume is what he considered efforts made

(See Additional Sheet)

RELIEF SOUGHT:

I want my job back or my preferance the job (Accounting-Clerk II) that I was hired for at Midlands Center. All rights and benefits restored and pay for all time lost from this suspension and discharge. I think I should be given equal pay in any job I am reinstated in, to the pay of of the property-clerk job that I ask to be promoted to, was qualified for and was discriminated against because of sex. The actual job description for the Property-Clerk job did not specify a man. The job was held open for five weeks until the man that was hired for it got out of service.

Signature

APPELLANT

Date

7/7/72

Original (white) returned to State Personnel Division
Copy (blue) retained by Employee-Complainant

RECEIVED

JUN 10

Statement of Facts Involved:

(Additional Sheet)

by me to defend myself against unjust treatment, Warning Notices, and discrimination in rules and regulations and promotions. I received a final letter from Dr. Charles D. Barnett, Commissioner, dated June 30, 1972, advising me that he supported Dr. Chadwells action in terminating my employment. Also it appears that just certain thing were given for review out of my personnel folder and not all the facts. Such as they stated that I had abused my sick and annual leave (I had 4 annual days when suspended) but the fact that I had fallen at work and hurt my back, in water that housekeeping had left in hall. I paid my own doctor bills used my sick and annual leave and did not ask for Workmens Compensation. Or the fact that I was in a car accident and in hospital about four weeks in all. Or that my step-father had died with cancer after a long illness and during this time my mother had her lung removed because of cancer. Also, my 90 year old father has been hospitalized for the past two years in Hartsville. I agree I had to use my sick and annual leave but it wasn't abused. In all this I have not had leave without pay.

STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION

CHARLES H. CHADWELL
Superintendent

CHARLES D. BARNETT, Ph.D.
State Commissioner
of Mental Retardation



MIDLANDS CENTER
8301 FARROW ROAD
COLUMBIA, SOUTH CAROLINA 29203

April 17, 1972

TO: Dr. Charles H. Chadwell, Superintendent
FROM: Mr. Ralph E. Cooper, Jr., Personnel Director
SUBJ: Jackie P. Clark, Employee

In response to the attached inquiry regarding Mrs. Jackie P. Clark, please be referred to the following information.

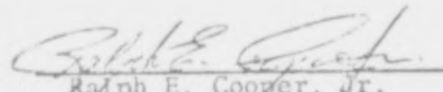
Employed: 12-30-69 as an Accounting Clerk in Finance Office,
at \$3952.00 per annum, Grade 5.

Probationary Period: extended to 9-27-70 after receiving "Below Average"
rating. (Immediate supervisor recommended discharge
at end of extended period.)

Transferred: to Supply & Service on 9-23-70 as Clerk-Typist II,
Grade 5 at \$3952.00 per annum. (This was done in
hopes that a new assignment and new supervisor would
help.)

Salary Increment: from \$3952.00 to \$4139.00 on 4-7-71. (\$7.19 bi-weekly)

Salary Increment: from \$4139.00 to \$4326.00 on 4-6-72. (\$7.19 bi-weekly)


Ralph E. Cooper, Jr.
Personnel Director

REC:bjt

cc: James L. Wilkins, Jr.
cc: Personnel File

1641 Bywood Drive
Columbia, South Carolina 29206

June 19, 1972

Dr. Charles D. Barnett
Commissioner
S. C. Department of Mental Retardation
2414 Bull Street
Columbia, South Carolina 29201

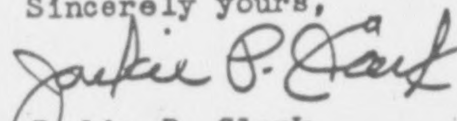
Dear Dr. Barnett:

Please be advised that I will appreciate a review by you of my Suspension on May 29, 1972, my Discharge on June 14, 1972 and acts of Discrimination that I was subjected to at Midlands Center.

All three proceeding steps of the Employee Grievance Procedure have been completed and I have received a written notice from Dr. Charles H. Chadwell of my discharge.

I request this review because I have not had fair and just treatment as an employee of the South Carolina Department of Mental Retardation and that I want and need to return to work.

Sincerely yours,


Jackie P. Clark
(Mrs.)

JPC/

Dr. Barnett:

Enclosed please find correspondence that I feel contributed to the decision Dr. Chadwell made in discharging me, for unacceptable conduct, meaning being stormy. There is a possibility that this correspondence might not be in my personnel file as requested by me. I was trying to defend myself and not trying to be stormy as he called it.

Two and one half years ago I was hired as an accountant in Finance. After working in Finance for several months with Mrs. Brown I discovered that general and acceptable principles of accounting were not being followed. In other words all money that was taken in was not being deposited. I handled the money first, by taking it in and opening mail in checks. Mrs. Brown wrote all official receipts and made the deposits. I had never taken money before in all my experience that I was not allowed to write a receipt for it. I did most of the posting to the ledger cards from the receipts and was told to initial them when posted. On several occasions I found Mrs. Brown would post a receipt herself, not initial it and then give it to me to post the second time and initial it. I did some record keeping of my own, compared it with Mrs. Brown's receipts and deposits and realized what was happening. I told her about this and about the receipts she gave me to post for the second time. She disliked me very much after that and did everything she could to make me quit work. However the principles of accounting used by Mrs. Brown, apparently suited others also, because when I complained about it I was transferred to Supply as a Clerk-Typist. I had worked in accounting for about 16 years before coming to Midlands Center, but I was replaced in Finance by a girl just out of High School, no experience in accounting work and they gave her a salary of about \$20 more than they were paying me in Finance. Mrs. Brown had managed to keep me from getting two raises. I needed the money very much at this time. My stepfather had just had surgery for cancer and was given six months to live (he lived two years), and in May of that same year, my mother had a lung removed because of cancer. I borrowed \$2000 from The National Bank of South Carolina, here in Columbia, to help pay their hospital bills and keep an almost paid for home in Charleston. When my stepfather died the home was paid for by insurance. My son was a senior at the Baptist College in Charleston at this time also. We had just moved to Columbia from Hartsville and was in the process of buying a new home here in Columbia and selling the one we had in Hartsville. My father became ill about this time also (I believe I mentioned him being in Dr. Boens Nursing Home in Hartsville on the phone). He is 90 years old and quite wealthy and doesn't cause a financial burden but was certainly one of the reasons I had no annual leave at this time. Having no annual or sick leave was one of the reasons given for my not getting one of the raises that you can see I really needed at this time. As for the sick leave,

shortly before it was time for Mrs. Brown to rate me for the merit raise, I stepped out of the Personnel office into the hall at Midlands Center into a small puddle of water that housekeeping had just left there as they were in the process of moping the hall, fell and was out of work a week with a hurt back. I paid all my doctor bills, did not ask for Workmans Compensation, used all my sick leave-----and didn't get my merit raise. I was transferred to Supply department as a Clerk-Typist as I previously stated, Mrs. Brown resigned without working a notice when she found out I was transferred and not fired. She knew darn well I was going to show her up.

I don't really know why but for some reason my right to personal privacy was violated by some employees of Midlands Center. They sat around and watched my house, they followed me around in State cars. They followed my husband and I, my sister and her husband to Charleston. Having an ill mother in Charleston and an ill father in Hartsville I had to do quite a bit of going and a lot of it at night. I think perhaps this might have caused some of the attention, gossip and harassment I received. I can't believe they expected me to entertain them and if they did I hope I wasn't to disappointing. My attorney is aware of all this and has enough evidence, statements and names for prosecution. I don't know why they would spend money (state money) to try. and see me do something when right in the Supply department where I work, Mrs. Woodward (used only for an example) had a husband and was living with another man who has a wife here in Columbia and I have had some uncomfortable feelings, when Mrs. Woodward's husband being the delivery man for R. L. Bryan came in the office about twice a week and almost every time he came in Mrs. Woodward would start an argument with him, about their children or something else and as you know there is only one exit to the Supply office. This went on for over a year and about three months ago Mrs. Woodward and this man she was living with got married and June 14th. she left on maternity leave being about 7 or 8 months pregnant. Everyone was aware of this including Dr. Chadwell and he found reasons to discharge me on June 14th. for what he called unacceptable conduct at Midlands Center. Does this make sense to you Dr. Barnett? I was very fond of Mrs. Woodward (now Williams) and we got along real good but I think I mentioned this also on the phone that for about four weeks prior to my suspension she did not do an hours work a day in that office because she didn't stay in there that long, she was up and down the halls and down at the cottages. She would come in long enough to tell some gossip she heard, she especially liked to tell me something about Mr. Oakes and Mrs. Taylor in Personnel. I have never repeated any of this and would always tell her

that I didn't care what they did as long as they left me alone and quit writing me unjust warning notices as it did seem a little strange that Mrs. Taylor would always appear in the office as he was giving me some of this harassing material enclosed, and she saw fit to call me at my home on Friday night, waking me up as I was sleep and made several remarks that she knew I had been ask to resign and would be discharged on the following Monday and she was right. I am assuming that Mr. Oakes and Mrs. Taylor are real good friends but I certainly believe Mr. Oakes was influenced by someone in some of his actions. Mr. Oakes would criticize me for being two minutes late in the morning but would let Mrs. Williams leave 15 minutes early knowing that she hadn't stayed in office 2 hours all day. A lot of mornings she would be late and if she was there she stayed in hall or sewing room talking till about 9 O'clock. Every morning she would come in office and tell me who came in late because she stood out in hall and looked. But one morning when I decided to take a look in the other offices about 8:35 and found that about ten people came to work between 8:40 and 15:9 up in the administration building and they are always late in the other buildings, Dr. Chadwell suspended and discharged me. I call this being discriminated against.

I ask for four transfers to positions that would have been a promotion for me and in another department. Three of these jobs were given to entirely new people (even though I was qualified). There is a memorandum on all bulletin boards from you Dr. Barnett, stating that jobs should be filled within the institution when possible. I really think they should take these down. The fourth one was filled with a transfer of a real new employee on Monday and Mr. Wilkins entered the vacancy in the bulletin on Thursday and I applied for the position, the new employee told me that he had transferred her to the position on Monday. I also ask for two other promotions. I was told that they wanted a man for the position even though the job description did not call for a man. One of these positions was held open for 5 weeks till the man got out of service, this property clerk position was in my department and I offered to do my Clerk-Typist job and the Property-Clerk job for the Property--Clerk salary and did not get it. I also call this discrimination.

On several occasions I tried to make an appointment to talk to you in regard to some of these things. The last time I called I heard the conversation I had with your Secretary being repeated to Mr. Oakes just outside the office door by one of Midlands Secretaries. I knew that the line was tapped and I did not care who heard what I had to say on the phone. I ask Dr. Chadwell if he had ever given a thought to the fact that the whole outfit could be tapped.

I don't want to forget to mention the Helicopter that Midlands Center is paying rent to General Services for. Having noticed this Helicopter buzzing my house and the vicinity a number of times, I ask someone in Recreation what it was being used for. I was told that the Helicopter didn't even have any wires on it. Doesn't that seem rather stupid to spend State money for rent on a Helicopter that doesn't even run. I saw the purchase order. I ask Dr. Chadwell about this Helicopter and he hasn't answered my question yet. I told him he could tell me it was none of my business.

Dr. Barnett I was doing my job and most of Mrs. Williams in the Supply Department and was not complaining about it. I have been two or three minutes late a number of times and seven minutes late when the train blocked the road. But a lot of other people at Midlands Center or more than seven minutes late every morning and nothing is said. Mr. Oakes created the trouble and said he was going to resign. When Mr. Oakes, Dr. Chadwell and I tried to discuss the situation, Mr. Oakes would say nothing other than "if he were I and someone had given him three warning notices, he would resign". I told him at this time that I would hate to see him resign, that I had no ill feelings toward him and would be glad to help him and if he would just tell me what I could do to correct the situation that I would try and do this. But, that I had no intentions of resigning that I felt that I had just as much right to work for the State of South Carolina as he did and especially since I am a native of same. Mr. Oakes is a retired military man, draws a retirement check, he and his wife work at Midlands Center, they get all their medical free, buy all their goods at a discount, they are from the state of Virginia. I am a native of South Carolina, lived all my life in this state, I draw a much smaller salary at Midlands Center than either he or his wife and yet for some reason that Mr. Oakes has that I don't even know what it is, I was discharged by Dr. Chadwell. Is this right Dr. Barnett? If Mr. Oakes is sick, dissatisfied, or his real good friend doesn't approve of his office help and is demanding he does something about it, is complaining and wants to resign, why not let him resign. I'm not complaining, I was doing my job, even though I would like a promotion, I was nice and tried to help the guy they held the job open 5 weeks for in my department. So why was I terminated? I would like to go back to work. Please excuse so many corrections, my typewriter keys want to stick and I am really an accountant not the best typist.

Jackie P. Clark
Jackie P. Clark

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER G. FRIES, Ed.D.
Deputy Commissioner,
Professional Services

WALTER B. TODD
Deputy Commissioner,
Administration



STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2414 BULL STREET
COLUMBIA, SOUTH CAROLINA 29201

MENTAL RETARDATION COMMISSION

James B. Berry, M.D., Chairman
R. B. Robinson, Vice Chairman
Mrs. Hallie B. Perry, Secretary
Rev. James E. Hunter
Robert H. Lovvorn
Vince Moseley, M.D.
Herbert Rudnick

June 30, 1972

Mrs. Jackie P. Clark
1641 Bywood Drive
Columbia, South Carolina 29206

Dear Mrs. Clark:

Pursuant to your correspondence of June 19, 1972 requesting a review of your dismissal from employment at Midlands Center, a review committee consisting of Mr. Richard N. Henderson, Chairman, Mr. Buford Kessler, and Mr. Tommy Gibson was appointed to review the findings of the facility appeals committee including all facts in the case. A copy of the report submitted to me by the committee is attached. It is my evaluation that you have been given the opportunity to express fully all facts representing your interest in this situation and finding no evidence calling for any alternate conclusion or action, I hereby support Dr. Chadwell's action terminating your employment.

This action officially closes this case as far as the Department is concerned. You are hereby advised that it is your privilege to appeal this decision to the State Employee Grievance Committee. Any appeal must be filed within five (5) workdays. An Employee Grievance Application Form is enclosed. Should you decide to appeal, the Department's Personnel Director or an officer of the State Personnel Division will be glad to help you in filling out the form or give you any other help or information you need.

I sincerely regret that your employment situation at Midlands Center was not a satisfactory one. Best wishes in your future endeavors.

Sincerely yours,

A handwritten signature in cursive script that reads "Charles D. Barnett".

Charles D. Barnett, Ph.D.
Commissioner

CDB/jg

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER G. FRIES, Ed.D.
Deputy Commissioner,
Professional Services

WALTER B. TODD
Deputy Commissioner,
Administration



STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2414 BULL STREET
COLUMBIA, SOUTH CAROLINA 29201

June 30, 1972

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I sincerely regret that your employment situation at Midlands Center was not a satisfactory one. Best wishes in your future endeavors.

Sincerely yours,

Charles D. Barnett, Ph.D.
Commissioner

CDB/jg

June 27, 1972

TO: Charles D. Barnett, Ph.D., Commissioner

EMPLOYEE GRIEVANCE COMMITTEE REPORT

The Committee which you appointed to review the grievances submitted by Mrs. Jackie Clark met in the office of the Commissioner on June 27, 1972. Those present were Mr. Richard N. Henderson, Chairman; Mr. Beaufort Keisler, Whitten Village; and Mr. Tommy Gibson, Coastal Center. Mrs. Lovera Robertson acted as recording secretary.

The Committee reviewed and considered the following documents:

Introductory letter of June 13, 1972 from Review Committee to Dr. Charles Chadwell

June 1, 1970 comments of Rater and comments of Reviewer

Warning Notice of April 3, 1970

Rating and comments of Rater, April 31, 1971

Appraiser's recommendations

Memo to Mrs. Clark from Mr. Nacy Oakes

Performance rating - from 9-23-70 to 2-23-71

Letter of September 15, 1971 from Mr. Nacy Oakes to Mrs. Jackie Clark (memo)

Memo of December 9, 1971 from Mrs. Clark to Mr. Ralph Cooper, Personnel Manager

Memo of Interview with Mrs. Jackie Clark written by Mr. Cooper to Clark folder

Review of Performance Appraisal - from 2-23-71 to 2-23-72

Letter of March 7, 1972 from Mrs. Clark to Mr. Oakes

Letter of April 6, 1972 from Dr. Charles Barnett, Commissioner, to Mrs. Clark

Memo of April 13, 1972 from Mr. Nacy Oakes to Mr. Jim Wilkins

Memo from Mr. Ralph Cooper to Dr. Charles Chadwell, Superintendent

Warning Notice of April 19, 1972

Memo to Whom It May Concern & Nacy C. Oakes from Jackie Clark

Employee Grievance Committee Report
Page Two
June 27, 1972

Note from Dr. Chadwell concerning session with Mrs. Clark on or about April 25, 1972 after 5 p.m.

Note from Dr. Chadwell on or about May 4, 1972

Note from Dr. Chadwell concerning session with Mrs. Clark and Mr. Oakes May 12, 1972 and letter of transfer or resignation of Mr. Oakes or Mrs. Clark sent by Mr. Oakes

Note of or about May 19, 1972 from Dr. Chadwell concerning session with Mrs. Clark and Mr. Wilkins

Note of May 29, 1972 from Dr. Chadwell concerning telephone call from Mrs. Clark

Memo from Betty Taylor to Personnel File of Mrs. Clark concerning telephone call

Letter to Mrs. Clark from Dr. Chadwell concerning discharge

Memo of May 30, 1972 from Dr. Chadwell to Dr. Barnett advising of discharge of Mrs. Clark

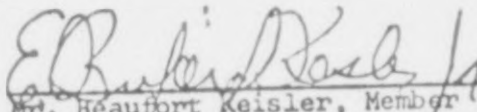
After careful review of the above documents and regulations, the Committee finds that:

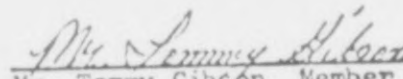
- a. Midlands Center did attempt to work with Mrs. Clark in three ways:
 1. counseling on problem
 2. transferred her from one Department to another
 3. adjusted her time to meet her request for her own personal good
- b. Following her first official warning, she did show improvement. After initial probationary period, the record shows that Mrs. Clark improved long enough to get over the probationary period.
- c. Mrs. Clark did not accept to produce witnesses. Poor attendance record all the way through her employment period. Abusive of sick leave and vacation time, or annual leave.
- d. Mrs. Clark showed an inability to get along with Supervisors.
- e. Mrs. Clark has made a number of false accusations and it is felt by the Committee that it would not be in the best interest of Midlands Center or the Department of Mental Retardation to retain Mrs. Clark as an employee.

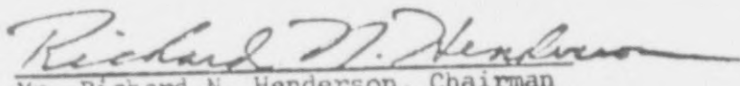
Employee Grievance Committee Report
Page Three
June 27, 1972

RECOMMENDATIONS:

- a. That the dismissal of Mrs. Clark be upheld and that her case be closed in the Department's files.
- b. That Mrs. Clark and the Superintendent of Midlands Center be informed of the Commissioner's decision pertaining to the above.


Mr. Beaufort Keisler, Member
Grievance Committee


Mr. Tommy Gibson, Member
Grievance Committee


Mr. Richard N. Henderson, Chairman
Grievance Committee

CHARLES D. BARNETT, Ph.D.
Commissioner

WALTER G. FRIES, Ed.D.
Deputy Commissioner,
Professional Services

WALTER B. TODD
Deputy Commissioner,
Administration



STATE OF SOUTH CAROLINA
DEPARTMENT OF MENTAL RETARDATION
2414 BULL STREET
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Robert H. Lovvorn
Vince Moseley, M.D.
Herbert Rudnick

June 30, 1972

Charles H. Chadwell, Ph.D.
Superintendent
Midlands Center
8301 Farrow Road
Columbia, South Carolina 29203

Dear Dr. Chadwell:

I am returning the file of Mrs. Jackie P. Clark.

The commissioner's review has been completed. Mrs. Clark has been informed of the results and copies of all pertinent documents have been included in her file.

I believe we can now consider this case closed as far as the Department is concerned.

Cordially,

A handwritten signature in cursive script, appearing to read "Charles D. Barnett".

Charles D. Barnett, Ph.D.
Commissioner

CDB/jg
Enclosure

Personnel File

STATE OF SOUTH CAROLINA
PERSONNEL DIVISION

F. E. ELLIS
STATE DIRECTOR



TELEPHONE
(803) 758-3334

700 KNOX ABBOTT DRIVE
CAYCE, SOUTH CAROLINA 29033

September 26, 1972

Mrs. Jackie P. Clark
1641 Bywood Drive
Columbia, South Carolina 29206

Dear Mrs. Clark:

In compliance with the State Employee Grievance Act, you are hereby advised of the final decision on your appeal to the South Carolina State Employee Grievance Committee of your dismissal by the South Carolina Department of Mental Retardation.

The decision of the Committee, which is not modified by the State Budget and Control Board, is that your dismissal as a Clerk Typist II be upheld. A copy of the Committee's findings and decision is enclosed for your information.

If you have any questions, please advise.

Yours truly,

A handwritten signature in dark ink, appearing to be "F. E. Ellis".

F. E. Ellis
State Director of Personnel

FEE:bjc

Enclosure

cc: Members, Budget and Control Board
Mr. Robert H. Stoudemire
Dr. Charles D. Barnett

STATE OF SOUTH CAROLINA
PERSONNEL DIVISION

EXHIBIT VII
SEPT. 18, 1972

F. E. ELLIS
STATE DIRECTOR



TELEPHONE
(803) 758-3334

700 KNOX ABBOTT DRIVE
CAYCE, SOUTH CAROLINA 29033
September 14, 1972

TO: MEMBERS OF THE BUDGET AND CONTROL BOARD

The State Employee Grievance Committee held a hearing on September 13, 1972, on the appeal of Calvin A. Langdale, concerning his termination from employment at the Department of Youth Services as an Accountant III. The State Grievance Committee met, following the hearing on September 13, and reached its decision, a copy of which is attached.

Enclosed, also, are copies of the pertinent correspondence between the Appellant and the Department of Youth Services along with the decision at each level of appeal within the Agency's grievance procedure.

A complete transcript of the State Employee Grievance Committee hearing is being prepared and will be available for review by members of the Board should such be desired.

Under the Grievance Act, the Board has thirty (30) days in which to render its decision dating from September 15, 1972.

It is the intention of the State Employee Grievance Committee and endorsed by the State Personnel Division that no indication of the Committee's action be made public or released to the parties until the Board has rendered its decision or elects to permit the Committee's decision to take effect after thirty days. Therefore, your confidence in the interim would be greatly appreciated.

Mr. Albert D. Ray of this Division attended the hearing on September 13, in my behalf, and would be happy to appear before the Board to answer any questions.

If we may be of further assistance prior to your meeting to deliberate your action, please let us know.

Yours truly,

A handwritten signature in cursive script, appearing to read "F. E. Ellis".

F. E. Ellis
State Director of Personnel

FEE/jb
enclosures

cc: The Honorable P. C. Smith
Secretary, Budget and Control Board

941

NOTICE TO BUDGET AND CONTROL BOARD OF GRIEVANCE COMMITTEE ACTION

GRIEVANCE HEARING

APPELLANT'S NAME: Calvin A. Langdale
 JOB CLASSIFICATION: Accountant III
 AGENCY: Dept. of Youth Services DATE: September 13, 1972
 NATURE OF CASE: Termination from Employment

and Recommendations:

FINDINGS: (Use additional pages if necessary.) Based upon the medical appraisal at the time of dismissal, the State Employee Grievance Committee upholds the discharge of Mr. Calvin Langdale on November 3, 1971. The State Employee Grievance Committee finds that Mr. Langdale is qualified to perform the duties of Accountant III and that there is no evidence whatsoever to the contrary concerning his professional qualifications and the efficiency of his work; therefore, the Grievance Committee strongly recommends that with the approval of medical authority, the good offices ~~RECOMMENDATION~~ of the Budget and Control Board and the State Personnel Division be used to place Mr. Langdale in a position of comparable pay and duties as the one he formally had with the Department of Youth Services.

Signatures of Committee Members

Madeline J. Walker Wileen J. Brown
Bruce R. Semple Margaret A. Dubois
Robert H. Spindemann
 Signature Robert H. Spindemann Date September 13, 1972
 COMMITTEE CHAIRMAN
Barley Redding - Opposed

ACTION BY BUDGET AND CONTROL BOARD

DECISION: (Use reverse side or additional pages if necessary.)

COMMENTS:

Signature: _____ Date: _____
 BUDGET AND CONTROL BOARD

EMPLOYEE GRIEVANCE APPLICATION FORM

(THIS FORM TO BE COMPLETED BY THE EMPLOYEE INITIATING THE APPEAL)

RECEIVED
AUG 8 1972

Employee's Name Calvin A. Langdale

1. Have you been a permanent employee for at least six (6) months? Yes

2. Have you complied fully with the grievance policies and procedures within your agency? Yes

3. Have you received a final decision from your agency? Yes

(IF YOUR ANSWER IS "YES" TO THE THREE QUESTIONS ABOVE AND YOU WISH TO APPEAL THE DECISION OF YOUR AGENCY TO THE SOUTH CAROLINA STATE EMPLOYEE GRIEVANCE COMMITTEE, YOU MAY DO SO BY COMPLETING THIS FORM.)

APPELLANT'S NAME: Calvin A. Langdale

JOB CLASSIFICATION: Accountant III

AGENCY: Department of Juvenile Corrections (Youth Services)

HOME ADDRESS: 808 Danberry Drive, Columbia, S. C. 29203

TELEPHONE: 754-6449

GRIEVANCE

STATEMENT OF FACTS INVOLVED:

(Be as specific as possible as to names, dates and location. Continue on additional page or pages if necessary.)

I was terminated from my position as Accountant III without just cause.

RELIEF SOUGHT:

Re-instatement to the above position.

Signature

Calvin A. Langdale
APPELLANT

Date

August 7, 1972

Original (white) returned to State Personnel Division
Copy (blue) retained by Employee-Complainant

C. A. LANGDALE

Date Employed: July 1, 1969

Raise given after 6 months from \$10,000 to \$10,445

Days out: August 29, 1969
Sept. 1 & 2, 1969 (1st was labor day)
October 29, 1969
January 23, 1970
April 1, 1970
April 8, 1970 through September 1, 1970
(from Sept 1 to Sept 15 1/2 day only)

Annual leave accumulated from July 69 to April 70	9 days
Sick Leave accumulated from July 69 to April 70	11 1/4 days
Total days accumulated	<u>20 1/4 days</u>

Actually paid for

58 days leave during sickness

37 3/4 days over paid

From Sept 1, 1970 to Dec. 1, 1970

*1/2 day for two weeks
all full time*

3 days Annual Leave accumulated
3 3/4 days Sick Leave
1 holiday (Nov 11, 1970)
1/2 day Saturday

8 1/4 days accumulated to date.

From Dec. 1, 1970 to June 30, 1971

7 days annual leave accumulated
8-3/4 days sick leave accumulated
15-3/4 days total

leave used thru 6/25

24 days total accumulated

9-1/2 days

14 - 1/2 days balance

less bal. 37 3/4 over paid
14 1/2 days

23.25 balance over paid

C. A. LANGDALE

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*1/2 day for 2 weeks
as full time*

3 days Annual Leave accumulated
3 3/4 days Sick Leave
1 holiday (Nov 11, 1970)
<u>1/2 day Saturday</u>
8 1/4 days accumulated to date.

From Dec. 1, 1970 to June 30, 1971

7 days annual leave accumulated	
8-3/4 days sick leave accumulated	
<u>15-3/4 days total</u>	24 days total accumulated
	<u>9-1/2 days</u>
leave used thru 6/25	14 - 1/2 days balance

less bal.	37 3/4 over paid
	<u>14 1/2 days</u>
	23.25 balance over paid

MR. C. A. LANGDALE

EMPLOYMENT RECORD

	Accumulated Annual Leave	Accumulated Sick Leave	Total
Original Hire Date July 1, 1969			
Leave due to Illness April 8, 1970	9	11.25	20.25
Rehire Date September 1, 1970			
Leave due to Illness June 24, 1971	9	11.25	20.25
			<u>40.5</u>

Mr. Langdale was actually deleted from payroll on June 30, 1970 and reinstated on September 1, 1970 .
He was also deleted from payroll on June 30, 1971 - position still pending.

	Annual Leave	Sick Leave	Total
Leave Used:			
8/29/69 :	1		1
9/2/69	1		1
10/29/69		1	1
1/23/70		1	1
4/1/70		1	1
4/18/70 thru 4/30/70		17	17
5/1/70 thru 5/31/70		21	21
6/1/70 thru 6/30/70		22	22
9/1/70 thru 9/15/70 (1/2 day each 10 working days)		5	5
2/16/71		.5	.5
4/15/71		.5	.5
4/30/71		1	1
5/19/71		.5	.5
6/9/71 thru 6/15/71		5	5
6/24/71 thru 7/14/71		15	15
			<u>94.5</u>

Mr. Langdale has been paid for 54.00 days over his accumulated leave time.

6/71 - no need to pay leave on 6/71

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR LEGIBILITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
6. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.

DEPARTMENT OF JUVENILE CORRECTIONS

SCHOOL: Administration

Full Name: Calvin A. Langdale Position: Accountant III

Social Security Number: 248 09 5003

Sex: Male Male Female:

Marital Status: (X) Married () Single () Widowed () Divorced

Race: White

Date of Birth: 2 July 1917
Day Month Year

Date of Employment: July 1, 1969

Previous Employment with State Department: _____

Date Employed: _____ Date Left: _____

Retirement Number: 270662

Educational Level: Business College - one-half year
Elementary: High: College: Other:

How Referred for Position: _____
Newspaper: Personal: Other:

Present Salary: \$10,445

Date of Last Salary Change: December 1, 1969

Source of Salary: State
Federal: State: Other:

Starting Date of Present Position: July 1, 1969

COMPTROLLER GENERAL'S OFFICE PAYROLL PERSONNEL ADVICE

Dept. Location Code

July 1, 1969

Fiscal Year 1969-70

Date

X
Indicates
Change

TITLE Accountant III

NAME C A Langdale
First Middle Last

SOCIAL SECURITY NO 246 09 5003

STREET 4915 Holmes Avenue

RETIREMENT NUMBER

CITY AND STATE Columbia, S. C. 29203
Zip Code

EMPLOYER (UNIT NO) 414 Retirement No. 087 S. S. No.

In	Change	Delete	DEPARTMENT	ORGANIZATION NO			ACCOUNT TITLE	ACCOUNT NUMBER	ANNUAL AMOUNT PER ACCOUNT
				DEPT					
			JUVENILE CORRECTIONS	07	0	03			
			DIVISION	DIV					
			(1) ADMINISTRATION	01	00	00	Classified Positions	1106 4979	10,000.00
			(2)						
			(3)						
			(4)						
			(5)						
			(6)						
			(7)						
			(8)						

Effective Date July 1, 1969

X Proposed Salary

Services are Terminating

Type Pay Period
☐ Weekly (Wage Earners)
☒ Bi-Weekly
☐ Monthly

TOTAL ANNUAL SALARY 10,000 00

TOTAL ANNUAL PERQUISITE AMT

ATTACHED FORMS

Employee's Withholding Exemption Certificate

Number Exemptions 3 STATE Number Exemptions 3 FEDERAL

Additional Withholding Per Pay Period
STATE

FEDERAL

MARITAL STATUS

☐ Single

☒ Married

RETIREMENT TYPE CODE

☐ 09--No Retirement

☐ 10--No Retirement No Soc. Sec.

☒ 11--State Retirement

☐ 12--State Retirement No Soc. Sec.

☐ 13--Gen. Assembly Ret.

☐ 14--Police Ret. No Options

☐ 15--Police Ret. 6% Option

☐ 16--Police Ret. 7% Option

☐ 17--Police Ret. 6% & 7% Option

☐ 18--Judicial Ret.

☐ 19--Judicial Ret. No Soc. Sec.

☐ --

- ☐ 20--American Heritage Ins. Co.
- ☐ 21--Colonial Life & Accident Ins. Co.
- ☐ 22--The General Agency
- ☐ 23--First-Hospital & Life
- ☐ 24--First-Salary Continuation
- ☐ 25--Professional Ind. Corp.

- ☐ 26--S. C. Hospital Ser. Plan
- ☐ 27--Voyager Life Ins. Co.
- ☐ --
- ☐ --
- ☐ --
- ☐ --

- ☐ 40--Ronds
- ☐ --
- ☐ --
- ☐ --

I certify that the above information is correct and all laws, rules and regulations, and where Budget and Control Board approval is required, such has been received.

Date of Budget & Control Board approval (if Required)

Jack Shivers
Signature
Director

COMPTROLLER GENERAL'S OFFICE PAYROLL PERSONNEL ADVICE

Fiscal Year 1969-70

Date November 19, 1969

X
Indicates
Change

NAME C. A. Langdale ☐
First Middle Last

STREET 4915 Holmes Avenue ☐

CITY AND STATE Columbia, S. C. 29203 ☐
Zip Code

TITLE Accountant III ☐

SOCIAL SECURITY NO. 248 09 5003

RETIREMENT NUMBER 270662

EMPLOYER UNIT NO. 414 Retirement No. 087 S. S. No.

Change	Delete	DEPARTMENT	ORGANIZATION NO.				ACCOUNT TITLE	ACCOUNT NUMBER		ANNUAL AMOUNT PER ACCOUNT	
			DEPT								
<input checked="" type="checkbox"/>		JUVENILE CORRECTIONS	07	0	03						
		DIVISION	DIV.								
		(1) Administration	01	00	00		Classified Positions	1106	4979	10,445	00
		(2)									
		(3)									
		(4)									
		(5)									
		(6)									
		(7)									
		(8)									

Effective Date December 1, 1969

☐ Proposed Salary
☐ Services are Terminating

Type Pay Period
☐ Weekly (Wage Earners)
☒ Bi-Weekly
☐ Monthly

TOTAL ANNUAL SALARY 10,445 00

TOTAL ANNUAL PERQUISITE AMT.

ATTACHED FORMS

Employee's Withholding Exemption Certificate
Number 3 ☐ STATE Exemptions 3 ☐ FEDERAL ☒ Married

Additional Withholding Per Pay Period
STATE \$ FEDERAL \$

RETIREMENT TYPE CODE

☐ 09—No Retirement
☐ 10—No Retirement No Soc. Sec.
☒ 11—State Retirement
☐ 12—State Retirement No Soc. Sec.
☐ 13—Gen. Assembly Ret.
☐ 14—Police Ret. No Options

☐ 15—Police Ret. 6% Option
☐ 16—Police Ret. 7% Option
☐ 17—Police Ret. 6% & 7% Option
☐ 18—Judicial Ret.
☐ 19—Judicial Ret. No Soc. Sec.

☐ 20—American Heritage Ins. Co. \$
☐ 21—Colonial Life & Accident Ins. Co. \$
☐ 22—The General Agency \$
☐ 23—Pilot—Hospital & Life \$
☐ 24—Pilot—Salary Continuation \$
☐ 25—Professional Ins. Corp. 5.96

☐ 26—S. C. Hospital Ser. Plan \$
☐ 27—Voyager Life Ins. Co. \$
☐ \$
☐ \$
☐ \$

☐ 40—Bonds \$
☐ \$
☐ \$

I certify that the above information is in accord with all laws, rules and regulations, and where Budget and Control Board approval is required, such has been received.

Date of Budget & Control Board approval
(If Required)

Jack Shivers
Signature

Director
Title

952

August 3, 1972

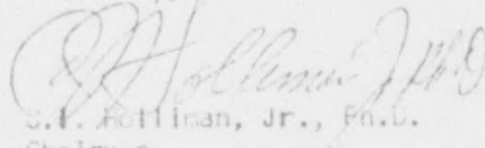
Mr. C.W. Langdale
508 Denbury Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

After careful consideration of your appeal, heard on August 3, 1972, and after hearing Mr. Shivers' report of the incidents comprising this grievance, it is the consensus of this grievance council to uphold the past decision, that being no reinstatement due to medical recommendations.

Our findings will be forwarded to the State Employees Grievance Committee, along with the appropriate forms.

Sincerely,



S.E. Holliman, Jr., Ph.D.

Chairman

S.C. Department of Youth Services
Grievance Committee

CH/ef

cc: Mr. Grady A. Decell, State Director
Mr. J.P. Neal, Jr., Deputy Director Administration
Mr. Jack Shivers, Coordinator of Fiscal Affairs
Mr. F.E. Ellis, Director, State Personnel
Grievance Committee Members
File

953

RECEIVED
AUG 1 1972

S. C. STATE
PERSONNEL DIVISION

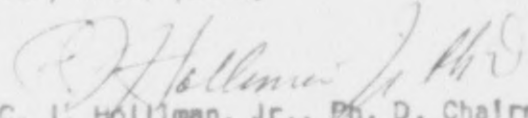
July 31, 1972

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

I have received your letter of July 27, 1972 and will expedite "step 5" of the Grievance procedure for the S. C. Department of Youth Services immediately. I have set aside Thursday, August 3 for the hearing date for your grievance. This hearing will be held at 10:00 in the conference room at the PSC Training Department. This is located at 1925 Shivers Road. If you have any witnesses or additional evidence to present or if you wish for me to notify the witnesses or to make additional copies of evidence, please inform.

Very truly yours,


C. I. Holliman, Jr., Ph. D., Chairman
Employee's Grievance and Appeal Committee

CIH,jr/ga

cc: J. P. Neal, Jr.
Jack Shivers
Grady Decell
F. E. Ellis

July 27, 1972

Dr. C. I. Holliman, Jr., Chairman
S. C. Dept. of Youth Services
Employee's Grievance and Appeal Committee
P. O. Box 3188
Columbia, S. C. 29203

Dear Dr. Holliman:

I am in receipt of Mr. Decell's letter dated July 26, 1972 regarding his decision with reference to step 4 in my grievance appeal of July 21, 1972.

Since I do not concur with his findings, I wish to pursue this matter further as provided in step 5 as listed in the grievance procedure.

If this appeal is granted, please advise the date, time and location.

Thanking you in advance, I am

Yours truly,

C. A. Langdale
C. A. Langdale
808 Dahberry Drive
Columbia, S. C. 29203

cc: Mr. F. E. Ellis
State Director of Personnel
Mr. J. P. Neal, Jr.
Deputy Director

July 26, 1972

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

In reference to your Grievance Appeal of July 21, 1972, this is to advise you that after carefully reviewing your appeal I cannot help but conclude once again that reinstating you to your former position would be detrimental to your best interests and the best interests of the Department of Youth Services. I cannot help but conclude from my own personal knowledge of your cardiac problems and from the Doctor's Report that it would be unwise to reinstate you into a position whereby you would once again be exposed to interpersonal stress which may jeopardize your continued recovery.

I do hope you understand our personal interest in you and the position that has been taken. If you wish to pursue this matter further, your next step is Step Five as listed in the Grievance Procedure, and I believe you are very familiar with this.

Yours very truly,

Grady A. Decell
State Director

GAD/rbt

CC: Mr. Jack Shivers
Mr. J. P. Neal, Jr.
Mr. F. E. Ellis

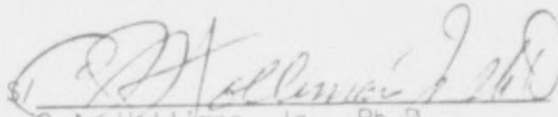
MEMORANDUM

To: Mr. Jack Shivers, Coordinator of Fiscal Affairs
From: Dr. C.I. Holliman, Jr., Chairman Grievance Committee
Subject: LANGDALE APPEAL
Date: July 24, 1972

Please be advised that Mr. C.A. Langdale has requested that his appeal be reviewed again, beginning at the fourth step of the Grievance Procedure. This will initiate the hearing with the final recommendation for this particular step being made by Mr. Decell.

A firm date has not been set for this grievance as yet and notification of date, time, etc. will be forthcoming within the next two weeks.

Your attendance at this hearing is in order for representation of the department.


C.I. Holliman, Jr., Ph.D.

CIH/ef

D. Holliman

MRS. BARBARA T. SYLVESTER, CHAIRMAN
FLORENCE, S. C.



BOARD MEMBERS
JOHN F. HENRY, SECRETARY
NORTH CHARLESTON, S. C.

MRS. DAISY D. JOHNSON
ORANGEBURG, S. C.

DR. CYRIL B. BUSBEE
COLUMBIA, S. C.

BOARD MEMBERS
E. PERRY PALMER, VICE-CHAIRMAN
COLUMBIA, S. C.

NICHOLAS P. MITCHELL, III
GREENVILLE, S. C.

REV. HORACE B. YOUNGBLOOD
COLUMBIA, S. C. (NON-VOTING)

**SOUTH CAROLINA
DEPARTMENT OF YOUTH SERVICES**

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 758-2956

COLUMBIA, S. C. 29230

GRADY A. DECELL, DIRECTOR

July 24, 1972

MEMORANDUM

TO: Grievance Committee Members

FROM: Dr. C.I. Holliman, Jr., Chairman, Grievance Committee

SUBJECT: GRIEVANCE HEARING - LANGDALE

DATE: July 24, 1972

Please be advised that the Langdale Grievance has been opened for review once again.

Exact dates for the hearing, beginning at the Step 4 level of the procedures, has not been confirmed. As soon as an appointment is made, you will be notified.

CIH/ef

cc: Mr. Bollacker
Mr. Dunagan
Mr. Davis
Mr. Compton
Mr. Shivers

MRS. BARBARA T. SYLVESTER, CHAIRMAN
FLORENCE, S. C.



BOARD MEMBERS
JOHN F. HENRY, SECRETARY
NORTH CHARLESTON, S. C.

MRS. DAISY D. JOHNSON
ORANGEBURG, S. C.

DR. CYRIL B. BUSBEE
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COLUMBIA, S. C. (NON-VOTING)

SOUTH CAROLINA
DEPARTMENT OF YOUTH SERVICES

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 758-2956

COLUMBIA, S. C. 29230

GRADY A. DECELL, DIRECTOR

July 19, 1972

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

Please be advised that Step IV of your grievance appeal has been set at 3 p.m. on July 21, 1972, at the Director's office of the South Carolina Department of Youth Services. This will be a formal meeting with Mr. Jack Shivers, Mr. J. P. Neal, Jr. and a recorder in attendance.

Yours very truly,

Grady A. Decell
State Director

GAD:tee

cc: Mr. Jack Shivers
Mr. J. P. Neal, Jr.
Mr. F. E. Ellis

S. C. Dept. of Juvenile Corrections



MEMORANDUM

TO: Clifford I. Holliman, Chairman

FROM: Jack Shivers

SUBJECT: Request to Appear before Grievance Committee

DATE: March 23, 1972

* * *

I am perturbed, to say the least, regarding the report submitted on the findings of the Grievance Committee concerning the rehiring of Mr. C. A. Langdale.

There were direct accusations made against me and the effectiveness in which I run the Financial Department. These accusations are ridiculous and completely untrue.

I find it very difficult to comprehend that a matter of such importance, which concerns the well-being of the Department of Juvenile Corrections as a whole, could be decided in what I would describe as a "kangaroo court".

I was not given the opportunity to represent my views on the matter. If you remember, Mr. Chairman, on the morning of the meeting I told you I would be available in the event anything was brought up that was not in Mr. Langdale's folder.

None of these matters were brought up in either of the two previous meetings held in my presence concerning Mr. Langdale. They were obviously accepted as truth although there was no proof requested from Mr. Langdale and no attempt made to ask me or any member of my department for verification before they were entered in the report.

When Mr. John Smith was working with our department as bookkeeper, he requested the hiring of Mrs. Kathryn Meetze on a part-time basis. Before Mr. Smith's death, he requested the hiring of Mrs. Meetze for full-time employment.

Shortly before and after Mr. Smith passed away, Mrs. Meetze kept the books until Mr. Langdale was hired in July 1969.

Memo to: C. I. Holliman, Chairman
March 23, 1972
Page Number 2

At the time of Mr. Langdale's first heart attack, Mrs. Meetze was hospitalized with hepatitis. Against her doctor's strict orders, she kept up the books at home. Mrs. Meetze was praised several times by Mr. Langdale concerning her ability to handle her job.

Now I understand that Mrs. Meetze and myself are accused of conspiring against Mr. Langdale. This is pure fiction and it seems impossible that anyone could believe such an outrageous accusation.

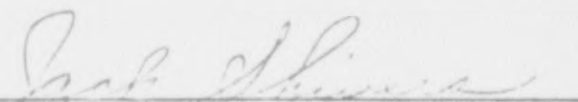
The matter of the canteen records not being kept is also untrue. I am enclosing the last auditor's report which includes all three institutions. This could have been cleared up with a mere phone call.

If anyone is interested in all previous records since my employment in 1954, they are always available.

Each employee, including Mr. Langdale has always been informed of their vacation and sick leave time. These records have always been kept.

I sincerely hope these matters can be cleared up and brought to an end once and for all with as few hard feelings as possible.

Mr. Chairman, please accept this memorandum as a direct request for Mrs. Meetze and myself to appear before the Grievance Committee to state our position in the accusations brought against us.

S/ 
Jack Shivers
Coordinator of Business Affairs

JS/ksm

Attachments

Memo to: C. I. Holliman, Chairman
March 23, 1972
Page Number 2

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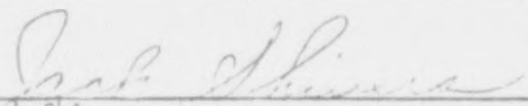
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Mr. Chairman, please accept this memorandum as a direct request for Mrs. Meetze and myself to appear before the Grievance Committee to state our position in the accusations brought against us.

S/ 
Jack Shivers
Coordinator of Business Affairs

JS/ksm

Attachments

March 23, 1972

Notation:

The check attached represents payment to Mr. C. A. Langdale for bringing the books up to date on the S. C. School for Girls Canteen Account as requested by the State Auditor's Office.

Payment was based on \$30.00 per month for ten months. Payment was made at Mr. Langdale's insistence.

The books are now being kept by the Fiscal Affairs Office at no cost to the department.

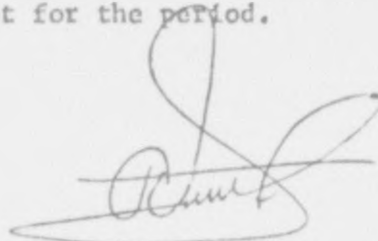
JS/db

SOUTH CAROLINA SCHOOL FOR GIRLS CANTEEN ACCOUNT COLUMBIA, SOUTH CAROLINA 29210		93
		67-37 532
DATE 11-18-1969		
L. C. Langdale		\$300.00
Three hundred & no/100		DOLLARS
SOUTH CAROLINA SCHOOL FOR GIRLS CANTEEN ACCOUNT		SUPERINTENDENT
Mabel B. Ashe		
The CITIZENS & SOUTHERN NATIONAL BANK OF SOUTH CAROLINA COLUMBIA, SOUTH CAROLINA		
-10532000371 5015 992011		000000300000

DEPARTMENT OF JUVENILE CORRECTIONSAUDIT COMMENTS

We have examined the financial records of the Department of Juvenile Corrections for the period beginning July 1, 1969 and ended June 30, 1970. Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the Summary Statement of Receipts and Disbursements by Funds, related and other statements present fairly the financial transactions of the Department for the period.



P. C. Smith
State Auditor

DEPARTMENT OF JUVENILE CORRECTIONSCANTEEN ACCOUNTSSTATEMENT OF ACCOUNT BALANCESJUNE 30 1970S C School for Boys

<u>Detail</u>	<u>Debit</u>	<u>Credit</u>
<u>Cash</u>		
On Hand	250 00	
On Deposit	5 511 48	
Due to Boys and Miscellaneous Accounts		3 526 95
Canteen Operations - Accumulated Profit		2 217 47
Sales Tax		17 06
<u>Total</u>	<u>5 761 48</u>	<u>5 761 48</u>

John G Richards School for Boys

<u>Detail</u>	<u>Debit</u>	<u>Credit</u>
Cash on Deposit	3 292 31	
Inventory	161 58	
Due to Boys		763 39
Accounts Payable		1 147 04
Canteen Operations - Accumulated Profit		1 543 46
<u>Total</u>	<u>3 453 89</u>	<u>3 453 89</u>

S C School for Girls

<u>Detail</u>	<u>Debit</u>	<u>Credit</u>
<u>Cash</u>		
On Hand	100 00	
On Deposit	7 084 16	
Due to Girls		(210 41)
Canteen Operations - Accumulated Profit		7 394 57
<u>Total</u>	<u>7 184 16</u>	<u>7 184 16</u>

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR LEGIBILITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
6. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.

South Carolina
Department of Juvenile Corrections

Do

3/22/72

Approve

Revisions: A-150

Note and File

Note and return

File

Prepare reply for Mr. Langdale

Prepare reply for Mr. Langdale

For your signature

For your information

Instructions

Give me the file

Address incident

Center

To: Mr. C.A. Langdale

806 Danbury Drive

Columbia, South Carolina 29203

Re: (and subject)

March 22, 1972

Dear Mr. Langdale:

The Grievance Committee for the South Carolina Department of Juvenile Corrections has, after thoroughly reviewing the details of your file and hearing you personally present your grievances, does not feel that there is merit to your appeal that could justify your re-employment.

The Committee does feel that your grievance has pointed up several points of Administrative Procedures that should be considered for new policy changes. The Committee can readily understand the frustration and disappointment and can also empathize with the personality conflicts that developed within your working relationship with the Department. In all fairness to the Department of Juvenile Corrections, however, the records clearly indicate that you received adequate compensation for your absences from the job, and, in fact, it is established that some excess in this policy was provided to you. The Committee is making separate recommendations for policy changes to possibly eliminate future personality conflicts and more immediate action in the determining of the physical abilities of an employee continuing on his job.

Our findings along with the appropriate forms will be forwarded to the State Employees Grievance Committee to be made part of the permanent record. We hope that you will continue to progress in your recovery and will eventually reach a more equitable adjustment in your employment status.

Very truly yours,

C. F. Holliman, Jr.

C. F. Holliman, Jr., Ph.D.

Chairman

S.C. Department of Juvenile Corrections
Grievance Committee

ms. Elizabeth H. Hot Duffin

CH/ef

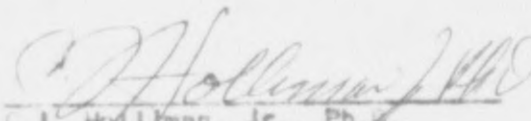
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MEMORANDUM

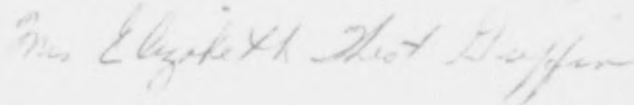
To: Mr. Grady Decell
From: Dr. C.I. Holliman, Jr.
Subject: Grievance Hearing - C.A. Langdale
Date: March 22, 1972

The attached letter of Committee findings is the official summary of our decision. We feel that there are some policies established through tradition that could have possibly been contributing factors in the development of the interpersonality conflicts that have become obvious in this grievance appeal. They are enumerated as follows:

1. It is recommended that all employees, after an extended illness of more than ten days, be required to submit medical evidence of physical ability before being allowed to return to their position.
2. That in the event supervision is provided in any conflict issue by relatives, this supervisory relationship should be immediately eliminated.
3. The accuracy and accountability of any funds, annual leave, and sick leave should be made part of the detailed auditing procedures.


C.I. Holliman, Jr., Ph.D.

Chairman
S.C. Department of Juvenile Corrections
Grievance Committee



CIH/ef

Columbia, S. C.
March 8, 1972

Grievance Appeal Committee
S. C. Dept. of Juvenile Corrections
1720 Shivers Road
Columbia, S. C. 29210

Gentlemen:

This is in reference to Mr. C. I. Holliman, Jr. letter of February 23, 1972 regarding my termination as Accountant III.

Jack Shivers stated his actions were guided solely on letter received from Dr. D. E. Saunders regarding my health after suffering heart attack. This is pure nonsense.

At the outset, let me say that I was severely criticized when I mentioned the fact that I was going to work for the State of S. C. I was given various reasons and one in particular was that regardless of how hard you worked and what you accomplished, would not amount to a damn due to the fact that I would have a department head that would cut your throat or demoralize you in other ways just because he feels that were a threat to him. How true this has been.

I know for a fact that I would have been back at my old position on September 1, 1971 had it not have been the attitude of Jack Shivers. Shivers claims there was not any animosity on his part. There is animosity and I defy him to prove otherwise. My reasons are as follows:

1. Conspiracy between him and daughter to keep me from returning to work.
2. After confronting Shivers on accountability of meal ticket funds, I was reprimanded severely. I never was able to find out these funds. Why? Ask Shivers, I don't know.
3. Office help classified as accounting clerks was ridiculous. Two accounting clerks in office hired on recommendation of Shivers and daughter. Definitely not qualified.
4. I begged for qualified help due to growing demands on Consolidated Federal Account. I was told there was no funds for same, but, when I returned to the office to discuss my position, there were three people doing the work that I used to do.
5. When Shivers was asked specific questions regarding accounting procedures, he could not answer as he did not know. Necessary to call the auditing department and he would raise hell. Afterall, he was the department head and should have known.
6. His attitude was the type of a very sadistic person. Very demanding, very typical of a person with an inferiority complex.

Page 2.

These are just a few, but not all, of the reasons Shivers did not want me back on the job. He knew that I knew that he was not qualified for the position he was holding and he was under the impression that I was a threat to him which wasn't true. I was only interested in performing the duties that were required in my position.

You mentioned the fact that I could have witnesses if I so desired. This is very much desired, but, that would like cutting the hand off that feeds you, these witnesses would be treated like I have been, terminated. The accounting department is like a country that has a dictator as far as the Department of Juvenile Corrections is concerned.

Shivers has brought into the accounting department the same principles, attitude, etc. that he exercised during his tenure as Director. Very critical of the new officers that came in and turned the department completely around and making life miserable for people that was trying to do a job to the best of his or her ability.

To me, the hearings that I have attended thus far, have been a farce. The same decision being handed down in each case proves the dominance exercised over the accounting department and the administrative department by Jack Shivers.

Thanking you for the privilege of appearing before you, I am

Yours truly,

C. A. Langdale.

MINUTES

The Grievance Committee of the Department of Juvenile Corrections met Wednesday, March 1, 1972, at 12:00 in the Conference Room of the Central Office.

Present: Dr. C.I. Holliman, Jr.
Mrs. Elizabeth Griffin
Mr. Jesse Stroy
Mr. Ernest Lorick
Mrs. Rhudine Johnson

Absent: None

Mr. Lorick opened the meeting with a word of prayer. Dr. Holliman requested the minutes of the previous meeting be read. Minutes were presented and approved with correction of spelling of Mrs. Johnson's first name.

Dr. Holliman brought the members up-to-date on status of Grievance Committee. The purpose of this meeting was to review personnel records of Mr. C.A. Langdale with the Department of Juvenile Corrections in regard to pending appeal.

Dr. Holliman presented a brief synopsis of procedures being outlined to Mr. Langdale concerning his appeal.

Motion was made to adjourn the meeting for lunch and reconvene at 1:30 p.m. for discussion. Motion was approved.

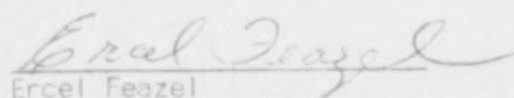
The meeting reconvened at 1:30 p.m. and members discussed in detail the record of Mr. Langdale.

A complete tape of discussion is on file in the Chairmans office for future reference if necessary.

Noted is scheduled hearing at Reception and Evaluation Center at 10:30 a.m. March 8, 1972. Emphasis of importance of returning duplicate copies of Mr. Langdale's records to Mrs. Feazel was stressed.

There being no further business, Mrs. Johnson made motion to have meeting adjourn.

Minutes respectfully submitted by:


Ercel Feazel

February 23, 1972

Mr. C.A. Langdale
805 Danberry Drive
Columbia, South Carolina 29203

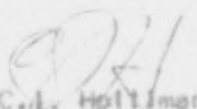
Dear Mr. Langdale,

This is your official notification that the Juvenile Corrections Employees Grievance Committee has received notification that you wish to file an appeal for our consideration. I am enclosing a copy of the Grievance Procedure which should clarify the nature of this hearing. You are required to address a written complaint to the Grievance Appeal Committee which is in addition to your notification to the Department of Juvenile Corrections. The Employee Grievance and Appeal Committee has set aside the date of March 8, 1972, beginning at 10:30 a.m. for the presentation of your grievance supported by any witnesses or statements that you wish to present.

On behalf of the Juvenile Corrections Employee Grievance and Appeal Committee, I would like to assure you that we will approach your complaint on an objective basis and strive to be unbiased throughout the appeal proceedings.

If you need additional time beyond March 8th, please notify me immediately.

Very truly yours,


C.J. Holliman, Jr., Ph.D.
Chairman

CLH/ef

encl.

[970

Columbia, S. C.
February 14, 1972

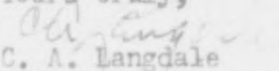
Dr. C. I. Holliman, Jr., Chairman
S. C. Dept. of Juvenile Corrections
Employee's Grievance and Appeal Committee
P. O. Box 3188
Columbia, S. C. 29203

Dear Dr. Holliman:

I am in receipt of Mr. Decell's letter dated
February 1, 1972 regarding my job termination.

Since I do not concur with his findings, I wish
to appeal same and would appreciate you advising me at your
convenience.

Thanking you, I am

Yours truly,

C. A. Langdale
808 Danberry Drive
Columbia, S. C. 29203

February 1, 1972

Mr. Calvin A. Langdale
808 Danbury Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

After fully studying your job termination from the South Carolina Department of Juvenile Corrections and after having thoroughly reviewed all of the circumstances which surrounded your job termination, I would like to formally advise you that I do not feel that your grievance has merit, and your appeal is denied at this level with the advice and consent of the State Board of Juvenile Corrections.

Furthermore, I concur with the findings of Mr. J. P. Neal, Jr., Deputy Director for Administrative Services, for the reasons given in his letter of December 22, 1971. At our hearing, I tried to make it clear that I could find no evidence to support a claim that there was a conspiracy to have you removed from your position in that I did not feel that you had been released suddenly and without due cause. This certainly did not appear to be the case, especially in that you were retained far beyond the time when you were actually doing work for the Department and after your sick and annual leave had been exhausted. I indicated to you that I thought that this showed this Department was interested in retaining you, but that we could not continue to function effectively and efficiently without some competent person to do our accounting. Consequently, we had to employ someone else; and, the only way that we could do this was to hire someone with the funds which had been used to pay your salary.

The overpowering consideration which was a factor in your discharge was the letter from your doctor, Donald E. Saunders, Jr., which indicated that you should not be employed where there was a strained interpersonal relationship which might accentuate emotional stress; and specifically, the doctor

Mr. Calvin A. Langdale
February 1, 1972
Page Two

advised that you seek employment of a lesser activity of emotional stress in another department of the state system.

I feel that you have been treated fairly and justly by this Department in that you were offered a job in another office of this Department though admittedly at a lesser salary with fewer responsibilities, but you declined to take this job offer.

The next step of the Grievance Procedure is outlined in the material given to you by Mr. J. P. Neal, Jr.

Again, let me say that I regret that action of this kind is necessary, but I feel that it was something that had to be done in that it was in the best interests of you and this Agency.

Yours very truly,

Grady A. Decell
Director

GAD/rbt

MEMORANDUM

TO: Personnel Department
South Carolina Department of Juvenile Corrections

FROM: Grady A. Decell, Director

SUBJECT: Mr. C. A. Langdale - Job Termination from the
South Carolina Department of Juvenile Corrections

DATE: January 20, 1972

Mr. Langdale appeared before me today in keeping with the Grievance Procedures as established by the State Personnel Department and approved by the South Carolina Board of Juvenile Corrections with reference to appealing for reinstatement to his former position as as Accountant III in the Department of Juvenile Corrections. Basically, Mr. Langdale based his appeal on two issues:

1. He indicated to me that he felt that Mr. Shivers and others in the Fiscal Division had conspired to have him removed from his position. When I asked him if he had any evidence as to whether or not there had actually been any conspiracy, he had nothing to offer other than a notion that he was somewhat of a threat to Mr. Shivers's own position. When queried about something tangible upon which he could base this notion, he said that when Mr. Shivers talked to his wife after he had become seriously ill a second time, Mr. Shivers had made some remark suggesting that the Fiscal Department would be in bad shape with Mr. Langdale out again and that the implication was that Mr. Shivers

Memorandum to Personnel Department
January 20, 1972
Page Two

"blamed" Mr. Langdale for becoming ill.

I told Mr. Langdale that he was, and is, considered to be an excellent accountant and that any reference Mr. Shivers made was only the truth. I also explained that the subsequent action by his supervisor, which included retaining him on our payroll far passed the time when he could have been terminated, did not indicate any sort of conspiracy to me.

Mr. Shivers has steadfastly taken the position that administering the Fiscal Office was something that Mr. Langdale had been a tremendous help with; and, every effort was made to retain Mr. Langdale at great expense to the efficiency of his office.

2. Mr. Langdale indicated that he felt that "he had been railroaded" out of his job. I carefully explained to Mr. Langdale that I felt that this term applied to where someone was released suddenly and without due cause; and, this certainly did not appear to be the case with him, especially in that he was retained far beyond the time when he was actually doing work for the Department and after his sick and annual leave had been exhausted. I indicated to him that I thought that this showed that this Department was interested in retaining him, but that we could not continue to function effectively and efficiently without some competent person to do our accounting. Consequently, we had to employ someone else; and, the only way we could do this was to hire someone with the funds which had been used to pay his salary.

In my conversation with Mr. Langdale, I was careful to explain to him that the primary reason that we could not reinstate him to his old job was that his doctor's letter to Mr. Shivers indicated that he should not be employed in a position in which there was a strained interpersonal relationship which might accentuate emotional stress; and specifically, the doctor advised that he seek employment of a lesser activity of emotional stress in another department of the state system. I explained to Mr. Langdale that on the basis of the doctor's

Memorandum to Personnel Department
January 20, 1972
Page Three

recommendation alone, it would not be advisable for us to even consider employing him at his old job. He said, however, that the emotional stress would be removed if he had competent help; and yet, he has indicated to me that he helps create the emotional stress himself by wanting things to be perfect.

In summary, I advised Mr. Langdale that I did not feel that it would be in his best interests in view of what his doctor had to say. Furthermore, I can find no evidence that there has been any conspiracy to relieve him of his job; and, I can find no evidence that he was in fact "railroaded" out of this Department. I feel that he has been treated fairly and justly by this Department, especially in that he was offered a job in another office of this Department though admittedly at a lesser salary with fewer responsibilities; and, he has declined to take this job.

S/ _____

GAD/rbt

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SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 758-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

January 3, 1972

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

Your letter of December 28, 1971, was received and opened this morning at the office upon my return to work after the Christmas and New Year vacations.

I wish to advise you to refer to your copy of the Grievance and Appeal Procedures for the Department of Juvenile Corrections for guidance in making your appeal to my decision which was treated at step 3 of the procedure. At step 4 you will note that dissatisfaction with the Deputy Director's decision may be registered in a formal request to the State Director. You should write to Mr. Grady A. Decell making your request known for a formal appeal review by the State Director.

Cordially yours,

J. P. Neal, Jr.
Deputy Director for Administrative Services

JPN:tee

cc: Mr. Grady A. Decell
Mr. Jack Shivers
Mr. A. Frank Lever, III ✓
Mr. Albert Ray

977

December 28, 1971

Mr. J. P. Neal, Jr.
Deputy Director for Administrative Services
P. O. Box 3188
Columbia, S. C. 29203

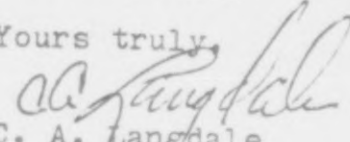
Dear Mr. Neal:

I am in receipt of your letter dated
December 22, 1971.

It is regrettable that you have taken
the decision that you have making it necessary for
me/appeal this decision.
to

Please advise me accordingly.

Yours truly,


C. A. Langdale
808 Dnaberry Drive
Columbia, S. C. 29203

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SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS

1720 SHIVERS ROAD

P. O. BOX 3158

PHONE 758-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

December 22, 1971

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

A full review has been taken of the personnel actions in your case. The investigations of my office and the several informal conversations we have had in conjunction with formal appeal conference on December 13, 1971, lead me to these findings:

1. You were incapacitated due to a severe illness on two (2) separate occasions which caused you to be on extended leaves from your job assignment as an Accountant III with the Department of Juvenile Corrections. In each instance you were granted extra considerations of extended leave with payroll continuations. The sum of these two (2) periods extended for fifty-four (54) days beyond the actual time for which you were officially entitled. This was done as a direct service and benefit in your behalf.

2. Your last extended leave began on June 19, 1971. You were retained on the payroll through July 14, 1971. The payroll continuation was terminated and proper notice was given as to your status at that point.

3. Several consultations were held between you, your physician, and your supervisor in attempts to review the possibility of your health permitting you to return to work.

4. On September 28, 1971, your supervisor, Mr. Jack Shivers wrote a letter to your physician, Dr. Donald E. Saunders, Jr. for an evaluation of your health condition so that a determination could be made on the employment reinstatement status.

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Mr. C. A. Langdale
December 22, 1971
Page two

5. September 29, 1971, Dr. Donald E. Saunders, Jr. wrote Mr. Jack Shivers advising that your health condition would not warrant a return to your job position as an Accountant III. Specifically, Dr. Saunders recommended that you seek employment of a lesser activity of emotional stress in another department of the state system.

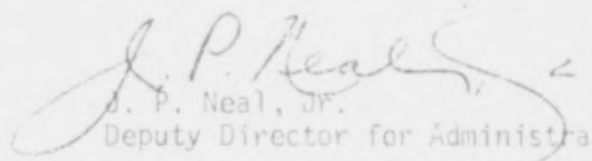
6. Upon the recommendation of your physician and after careful review of many deliberations it was decided that it would not be in the best interest of your own health and general welfare to return to work with the Department of Juvenile Corrections.

7. You were terminated from the Department of Juvenile Corrections as an Accountant III on November 3, 1971. Proper notice was officially executed.

It appears quite clear to me that the actions relating to your case have been fair and just. A review of the total history of the matter may even suggest some benevolence on the part of your supervisor in protecting your welfare and concern during the periods of your unfortunate illnesses and recoveries.

Therefore, I uphold the actions taken by the immediate supervisor in handling your case. My decision is based on the careful analysis of facts found in the investigations and all of the points presented in the reviews of the matter.

Sincerely yours,


J. P. Neal, Jr.
Deputy Director for Administrative Services

JPN:tee

cc: Mr. Grady A. Decell
Mr. Jack Shivers
Mr. Albert Ray
Mr. A. Frank Lever, III ✓

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**SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS**

1720 SHIVERS ROAD

P. O. BOX 3158

PHONE 758-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

December 3, 1971

Mr. C. A. Langdale
808 Danberry Drive
Columbia, S. C. 29203

Dear Mr. Langdale:

This is to advise you that I will arrange the formal meeting on your grievance and appeal regarding your termination on Friday morning, December 10, 1971 at 10:00 a.m. Please contact me immediately if the date and time concurs with your convenience.

The meeting will be conducted in accordance with the Grievance and Appeal Procedures for the employees of the South Carolina Department of Juvenile Corrections.

Sincerely yours,

J. P. Neal, Jr.
Deputy Director for Administrative Services

JPN/ksm

c.c. Mr. Grady A. Decell
Mr. A. Frank Lever, III ✓
Mr. Jack Shivers
Mr. Albert D. Ray

Columbia, South Carolina
November 29, 1971

Mr. J.P. Neal, Jr.
P.O. Box 3188
Columbia, South Carolina 29203

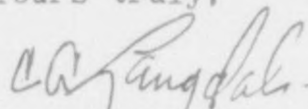
Dear Sir:

I am in receipt of letter from Mr. Jack Shivers dated November 3, 1971, advising me that I have been terminated. Since I have not received any official notice that I was to be terminated, I feel like that I am entitled to two weeks pay.

Further, I am requesting an appeal to all decisions that have been made pertaining to my dismissal.

I would appreciate very much hearing from you at an early date.

Yours truly,



C. A. Langdale
808 Danberry Drive
Columbia, S. C. 29203

November 23, 1971

Mr. C. H. Langdale
800 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

In response to your letter of November 17, 1971, I wish to advise you that your request for a formal appeal hearing should be addressed in writing to the Deputy Director for Administrative Services, Mr. J. P. Neal, Jr. I understand that you have already been provided with a copy of the Grievance and Appeal Procedures for The Employees of the South Carolina Department of Juvenile Corrections. Mr. A. Frank Lever, III, Coordinator of Personnel Management Services has already advised you of your privileges with instructions on how to request the appeal hearing.

The Personnel Section will be very pleased to assist you in any way it can as you seek an appeal. Your case will be given every assistance and cooperation.

Sincerely yours,

Grady A. Decell
State Director

GAD:tee

cc: Mr. J. P. Neal, Jr.
Mr. A. Frank Lever, III

Columbia, South Carolina
November 17, 1971

Mr. Grady A. Decell
1720 Shivers Road
Columbia, South Carolina 29210

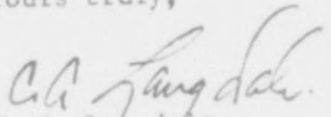
Dear Mr. Decell:

I am in receipt of letter from Mr. Jack Shivers dated November 3, 1971, advising me that I have been terminated. Since I have not received any official notice that I was to be terminated, I feel like that I am entitled to two weeks pay.

Further, I am requesting an appeal to all decisions that have been made pertaining to my dismissal.

I would appreciate very much hearing from you at an early date.

Yours truly,


C. A. Langdale
808 Danberry Drive
Columbia, S. C. 29203

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**SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS**

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 758-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

November 9, 1971

Mr. C. A. Langdale
808 Danbury Drive
Columbia, S. C. 29204

Dear Mr. Langdale:

Due to the absence of Mr. J. P. Neal, I am writing to you in his behalf. In view of the letter from your immediate supervisor, Mr. Jack Shivers, on November 3, 1971, giving official notice of your termination, I would like to inform you of your privileges. If you feel that you have a grievance, you may refer to the Grievance and Appeal Procedures for the Employees of the South Carolina Department of Juvenile Corrections, given to you by Mr. Neal. If you do want to grieve, you must request a formal hearing in writing with the Deputy Director for Administrative Services, Mr. J. P. Neal. If you have any questions concerning this procedure, please contact me.

Sincerely yours,

A. Frank Lever, III
Coordinator of Personnel Management Services

AFL/ksm

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MRS. BARBARA T. SYLVESTER, CHAIRMAN
FLORENCE, S. C.



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**SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS**

1720 SHIVERS ROAD P. O. BOX 3188 PHONE 756-2956
COLUMBIA, S. C. 29203
GRADY A. DECELL, DIRECTOR

November 03, 1971

Mr. C. A. Langdale
808 Danbury Drive
Columbia, South Carolina 29204

Dear Mr. Langdale:

This is to officially notify you that your position as an
Accountant III has been terminated as of November 3, 1971.

I sincerely hope that your health has improved and you are
recovered from your illness.

If I can ever be of any service to you, please feel free to
call on me.

Sincerely yours,

DEPARTMENT OF JUVENILE CORRECTIONS

Jack Shivers
Coordinator of Business Affairs

JS/db

copy: G. A. Decell
A. F. Lever, III
J. P. Neal, Jr. ✓

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October 14, 1971

C. A. Langdale
808 Danbury Drive
Columbia, South Carolina 29204

Dear Mr. Langdale:

Since I have not heard from you on Wednesday as you promised I think I should inform you that the job offer is now canceled.

I was surely hoping that you might consider this new position in the light of your health and possible services to the agency but I am sure you have reasons for not doing so.

If I can ever be of any service to you, please feel free to call on me.

Sincerely yours,

DEPARTMENT OF JUVENILE CORRECTIONS

Jack Shivers
Coordinator of Business Affairs

JS/db

cc: G. A. Decell, State Director
J. P. Neal, Jr. Deputy Director of Administrative Services
A. F. Lever, III, Personnel Director

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SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 756-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

October 7, 1971

Mr. C. A. Langdale
808 Danbury Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

Please accept my apologies for not answering your letter dated September 30, 1971 but I had written Dr. Donald E. Saunders, Jr. to get a written report of your present physical condition. I received a letter from Dr. Saunders dated September 29, 1971 the first of the week.

After much consideration, I feel that to place you in the same position that you were in would be detrimental to your health and then you are aware that we had an emergency situation in regards to our department upon your absence. We didn't think it was feasible to hire somebody on a part-time basis to catch up the book work and the closing of the books for 70-71. Another person was hired at a lesser grade than the one you were performing in. Also we purchased a posting machine and at the present time our work in the accounting department is up-to-date.

I would like to recommend that if you still would like to come back to work for the Department of Juvenile Corrections that you would consider taking a lesser job which would be less responsibility and your office would be in another location than the central office. This job would be taking over the inventory for the whole department also working with the purchasing agent. I really feel that this lesser responsibility would be more beneficial to your health. At a later date, if we decide that your health has improved enough to assume more responsibility, you will certainly be given all the consideration in the world.

I do hope this recommendation will meet with your approval and if so you might call and make an appointment to set up this new job.

Sincerely yours,

DEPARTMENT OF JUVENILE CORRECTIONS

Jack Shivers
Jack Shivers, Coordinator of Business Affairs

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JS/db

SOUTH CAROLINA SCHOOL FOR BOYS, National Cemetery Road, Florence, S. C. 29501; JOHN G. RICHARDS SCHOOL FOR BOYS, 3200 Broad River Road, Columbia, S. C. 29210;
SOUTH CAROLINA SCHOOL FOR GIRLS, 4650 Broad River Road, Columbia, S. C. 29210; RECEPTION AND EVALUATION CENTER, 4900 Broad River Road, Columbia, S. C. 29210.

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.
2. DOCUMENTS ARE OF POOR LEGIBILITY AND MAY NOT PHOTOGRAPH WELL.
3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.
4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVANT TO THE READABLE INFORMATION.
5. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.
6. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.

September 30, 1971

Mr. Noel Shivers
Department of Juvenile Corrections
P.O. Box 2188
Columbia, S. C. 29210

Dear Mr. Shivers:

At the time of our last conversation relative to me coming back to work, you stated that you had not made up your mind and would let me know at a later date your decision.

Since my doctor has cleared me for employment, which has been in effect since September 1st, and my desire to return to work in my old position, I would appreciate you advising me in writing your decision.

Your prompt attention will be appreciated.

Yours truly,

C. A. Langdale
C. A. Langdale
808 Dandridge Drive
Columbia, S. C. 29203

September 30, 1971

Mr. C. A. Langdale
808 Danberry Drive
Columbia, South Carolina

Dear Mr. Langdale:

I am writing this letter in response to our telephone conversation on the 28th of September, 1971, when you called me at my office in reference to your return to your job position with this department after an extended period of sickness. If you recall, I advised you to contact your immediate supervisor and to arrange for an appointment to discuss your problem with him. My advice to you is in keeping with the instructions printed in our departmental Procedural Manual which is being formulated to be distributed to all employees.

I am enclosing a copy of the section of the Procedural Manual that outlines the steps to be taken in Employee's Grievance and Appeal Procedures. This section of the manual has been approved by the S. C. Department of Juvenile Corrections Board of Directors and the S. C. State Personnel Division. All employees have been provided copies and explanations of the Grievance and Appeal Procedures for the Employees of the S. C. Department of Juvenile Corrections.

I do hope this will be helpful to you in resolving your situation in a manner that will be favorable to all concerned.

Mr. C. A. Langdale
September 30, 1971
Page two

If I can be of further assistance to you, do not hesitate
to call me.

Sincerely yours,

J. P. Neal, Jr.
Deputy Director for Administrative Services

JPN:tee

Enclosure

cc: Mr. Grady A. Decell, State Director
Mr. Jack Shivers, Coordinator of Business Affairs
✓ Mr. Frank Lever, Coordinator of Personnel Management

THE COLUMBIA CLINIC

2739 LAUREL STREET

COLUMBIA, S. C. 29204

BY APPOINTMENT

TELEPHONE (803) 779-3756

INTERNAL MEDICINE

CARDIOLOGY

C. WARREN IRVIN, JR., M.D.
DONALD E. SAUNDERS, JR., M.D.
THOMAS E. HAIR, JR., M.D.

September 29, 1971

HEMATOLOGY

SKOTTOWE B. FISHBURNE, JR., M.D.

NEPHROLOGY

WALTER G. EDWARDS, JR., M.D.

Mr. Jack Shivers
Coordinator of Business Affairs
S. C. Department of Juvenile Corrections
Post Office Box 3188
Columbia, South Carolina 29203

RE: Calvin Langdale

Dear Mr. Shivers:

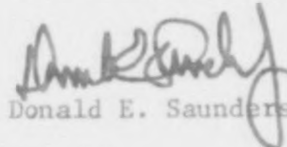
Mr. Langdale has now reached a point of stability following his heart attack on 6-28-71 and I feel has "healed" since that incident.

From a functional standpoint I feel that he is fully capable of performing the physical activity involved in the office work associated with being an accountant, as I understand the job description. I also feel that he is able to withstand normal amounts of mental stress which would be associated with any job of responsibility.

I feel that it would be unwise for him to return to any situation in which there was a strained interpersonal relationship which might accentuate emotional stress.

Specifically, I have advised that he seek employment in his activity as an accountant in another department of the state system.

Yours very sincerely,



Donald E. Saunders, Jr., M.D.

DES/ae



BOARD MEMBERS
JOHN F. HENRY, SECRETARY
NORTH CHARLESTON, S. C.
MRS. DAVIS D. JOHNSON
ORANGEBURG, S. C.
DR. CYRIL B. BUSBEE
COLUMBIA, S. C.

**SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS**

1720 SHIVERS ROAD P. O. BOX 3188 PHONE 756-2956
COLUMBIA, S. C. 29203
GRADY A. DECELL, DIRECTOR

BOARD MEMBERS
E. PERRY PALMER, VICE-CHAIRMAN
COLUMBIA, S. C.
NICHOLAS P. MITCHELL III
GREENVILLE, S. C.
REV. HORACE B. YOUNGBLOOD
COLUMBIA, S. C. (NON-VOTING)

September 28, 1971

Donald E. Saunders, Jr., M. D.
2739 Laurel Street
Columbia, South Carolina 29201

Dear Dr. Saunders:

It is my understanding that you have dismissed Mr. C. A. Langdale from his last illness, and if this be correct, would you be so kind as to give our department an up-to-date evaluation of Mr. Langdale's condition.

As per our telephone conversation, I am most concerned as to Mr. Langdale being able to carry a full-load responsibility in the accounting department. Maybe you might want to recommend a lighter less detailed workload with another part of our program.

Please keep in mind that the accounting department has really been in a bad situation the past two years due to Mr. Langdale's illnesses. It is my opinion that quite possibly the job has been a contributing factor in the attacks which Mr. Langdale has experienced.

We have not made a final decision and will not make one until we hear from you.

With best wishes,

Sincerely yours,

DEPARTMENT OF JUVENILE CORRECTIONS

Jack Shivers

Jack Shivers
Coordinator of Business Affairs

JS/db

MRS. BARBARA T. SYLVESTER, CHAIRMAN
FLORENCE, S. C.



BOARD MEMBERS
JOHN F. HENRY
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MRS. DAISY D. JOHNSON
ORANGEBURG, S. C.

MR. E. PERRY PALMER
COLUMBIA, S. C.

**SOUTH CAROLINA
DEPARTMENT OF JUVENILE CORRECTIONS**

1720 SHIVERS ROAD

P. O. BOX 3188

PHONE 758-2956

COLUMBIA, S. C. 29203

GRADY A. DECELL, DIRECTOR

BOARD MEMBERS
DR. CYRIL B. BUSBEE
COLUMBIA, S. C.

MR. NICHOLAS P. MITCHELL III
GREENVILLE, S. C.

REV. HORACE B. YOUNGBLOOD
COLUMBIA, S. C. (NON-VOTING)

July 20, 1971

Mr. C. A. Langdale
808 Danbury Drive
Columbia, South Carolina

Dear Mr. Langdale:

I am certainly glad that you are out of the hospital and have returned home. I wish for you a speedy recovery. As you know we have been carrying you on the payroll beyond the amount of time due you. We have taken you off the payroll as of July 15, 1971.

The position you held with the Department of Juvenile Corrections in the Fiscal Affairs Office has not been filled and as soon as you recover and receive clearance from the doctor I would like to talk with you in regards to your returning to work.

Please keep me informed as to your progress. I shall look forward to hearing from you at your convenience.

Sincerely yours,

DEPARTMENT OF JUVENILE CORRECTIONS

Jack Shivers
Business Director

JS/db

994

THE COLUMBIA CLINIC

2739 LAUREL STREET

COLUMBIA, S. C. 29204

INTERNAL MEDICINE

CARDIOLOGY

C. WARREN IRVIN, JR., M.D.

DONALD E. SAUNDERS, JR., M.D.

THOMAS E. HAIR, JR., M.D.

HEMATOLOGY

SHOTTOWE S. FISHBURN, JR., M.D.

BY APPOINTMENT

TELEPHONE (803) 779-3756

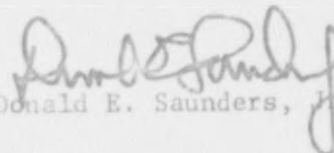
March 9, 1971

Mr. Calvin Langdale
808 Danberry Drive
Columbia, South Carolina

Dear Mr. Langdale:

This is to confirm by letter the recommendation that you rest for 1 to 1½ hours each day at lunchtime as part of your long term treatment of a heart disorder. The duration of this recommendation is indefinite.

Yours very sincerely,



Donald E. Saunders, Jr., M.D.

DES/ae

THE COLUMBIA CLINIC

2739 LAUREL STREET

COLUMBIA, S. C. 29204

INTERNAL MEDICINE

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THOMAS E. HAIR, JR., M.D.

HEMATOLOGY

SKOTTOWE B. FISHBURNE, JR., M.D.

BY APPOINTMENT

TELEPHONE (803) 779-3756

August 18, 1970

Mr. Jack Shivers,
Business Director
Juvenile Corrections Department
1720 Shivers Road
Columbia, South Carolina

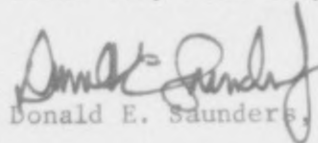
RE: Mr. Calvin A. Langdale

Dear Mr. Shivers:

In followup from our telephone conversation today concerning your employee, Mr. Calvin Langdale, I would like to state for your records that Mr. Langdale is making a satisfactory recovery from a myocardial infarction for which he was last hospitalized in the Baptist Hospital from 5-12-70 through 6-3-70. Following his discharge he has made progressive progress along the road toward good rehabilitation. We anticipate that he will be able to return to his usual job as an accountant in your department on about the first of September, and with hopeful progress from part time work for the first two weeks he will be able to perform full time work within a month after returning to work. It is this specific recommendation that we are making now, with the provision that we are to check him once again before he returns to work and are carefully following his entire course of rehabilitation.

We appreciate very much your cooperation.

Yours very sincerely,



Donald E. Saunders, Jr., M.D.

DES/ae

June 16, 1969

Mr. Calvin A. Langdale
4915 Holmes Avenue
Columbia, South Carolina

Dear Calvin:

This is to confirm our telephone conversation in reference to you coming to work for the State Board of Juvenile Corrections on July 1, 1969.

Your starting salary will be \$9,600.00 annually. Office hours will be from 9:00 A.M. to 5:00 P.M.. At the present time we are not working on Saturdays, not even a half a day and I am hoping that it will not become necessary for us to open our office any at all on Saturdays.

I am looking forward to you being one of our loyal and dedicated employees.

Sincerely,

STATE BOARD OF JUVENILE CORRECTIONS

Jack Shivers
Director

JS:dw

STATE OF SOUTH CAROLINA
PERSONNEL DIVISION

Putnam
F. E. ELLIS
STATE DIRECTOR



TELEPHONE
(803) 758-3334

700 KNOX ABBOTT DRIVE
CAYCE, SOUTH CAROLINA 29033

October 16, 1972

Mr. Calvin A. Langdale
808 Danberry Drive
Columbia, South Carolina 29203

Dear Mr. Langdale:

In compliance with the State Employee Grievance Act, you are hereby advised of the final decision on your appeal to the South Carolina State Employee Grievance Committee of your termination from employment by the Department of Youth Services.

The decision of the Committee, which is not modified by the State Budget and Control Board, is that your termination as an Accountant III be upheld. A copy of the Committee's findings and decision is enclosed for your information.

If you have any questions, please advise.

Yours truly,

A handwritten signature in cursive script, appearing to read "F. E. Ellis".

F. E. Ellis
State Director of Personnel

FEE:bjc

Enclosure

cc: Members, Budget and Control Board
Mr. Robert H. Stoudemire
Mr. Grady A. Decell

E N D