

INSTITUTIONAL DIRECTIVE 6-15

September 25, 2006

PURSUANT TO SECTION 41-1-110 OF THE CODE OF LAWS OF SC, AS AMENDED, THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE COLLEGE.

Title: Temporary Employment

I. Purpose

This directive establishes the guidelines to be followed in the employment of temporary employees.

II. Policy

Piedmont Technical College complies with existing federal and state laws dealing with the recruitment, hiring and payment of temporary employees.

III. Definition

Temporary employee – a full-time or part-time employee who does not occupy an FTE Position, whose employment is not to exceed one year, and who is not a covered Employee.

IV. General Statements

All personnel employed in a temporary status are subject to the following provisions:

- A. The period of employment, on a full-time or part-time basis, may not exceed twelve (12) consecutive months.
- B. Temporary employees are not considered salaried employees and shall be paid at an hourly pay rate for actual hours worked during each pay period.
- C. Temporary employees are not eligible for paid leave, nor other benefits normally associated with employees in FTE positions, except that they must be offered the option of joining the S. C. Retirement System.
- D. Temporary employees are deemed as employed at will and will not be considered for either probationary or permanent status. They do not have the right of grievance appeal to the State grievance Committee and can only make a grievance appeal within the SBTCE Grievance Procedure, if discrimination is alleged.

Office of Responsibility: President

- E. Temporary employees do not have the rights or protection of SBTCE Reduction In Force Procedure, and are subject to termination to provide continued employment for an employee affected by an institutional RIF.
- F. Temporary positions are covered by the same employment laws as covered positions such as Fair Hiring Practices, Nepotism, Fair Labor Standards Act, etc.

V. Procedures

- A. To obtain approval to hire a temporary employee, the requesting supervisor/department head must initiate a Request to Fill Form (Attachment 1) and forward it to the appropriate Associate Vice President, Executive Vice President, Vice President of Administrative Services and the President for their signature. A listing of the job duties to be performed by the temporary employee must be attached to the Request to Fill Form. After all signatures are obtained, the form is forwarded to the Human Resources Department for further processing.
- B. Once the supervisor/department head has approval to proceed with hiring, they may complete a Temporary Employment Agreement (Attachment 2) to cover the work that will be assigned. Completed employment agreements must be signed by the appropriate institutional officer, the Vice President for Business/Finance and the President before work may commence.
 - 1. If the individual to be employed is currently a state employee, a completed Dual Employment Form (Attachment 3) must also be submitted with the employment agreement.
 - 2. Dual Employment Forms must be completed and approved by all parties involved before work may commence.
- C. Temporary employment agreements may not exceed three (3) months or one (1) semester and should not cross over into a new fiscal year.
- D. Additional instructions for dealing with the proper documentation required to place an individual on the payroll are contained in Institutional Directive 6-6, Employment Practices and Procedures, paragraph V.
- E. Rates of pay for established part-time/temporary work include:
 - 1. Clerical Assistant - \$7.25- \$7.50
 - 2. Receptionist - \$7.25- \$8.50 (with word processing duties)
 - 3. Driver - \$7.50- \$10.50
 - 4. Casual Labor - \$7.00- \$8.00 (setting up rooms/food service)
 - 5. Admin. Assist. - \$7.50- \$12.00
 - 6. Data Entry - \$7.50-\$8.25
 - 7. Lab Set-up - \$7.00-\$10.00
 - 8. Lab Instruction - \$10.00-\$16.00
 - 9. Tutors - See Directive 8-13 for pay range
 - 10. Others as Approved by the President of the College

PIEDMONT TECHNICAL COLLEGE
Request To Fill Position

Attachment 1

To: President
Thru: Human Resource Management Office
Subject: Request Approval To Fill The Below Described Position

Position Title: _____ FT___ PT___ TMP___ PERM___

Department: _____ Date: _____

Replacement For: _____ Class Code: _____

Job Duties: _____

Justification: _____

Minimum Education & Experience Requirements (See Classification Code)

Assignment Specifications (Mandatory): Hrs./Week _____ Pay Rate _____ Duration _____
Proposed

Proposed Announcement/Advertisement Attached: Yes _____ No _____

Newspapers To Run Ad In: ___ Index Journal ___ Greenville News ___ The State ___ Other
(Routine Advertisements In All Of the Above)

Account Number For Cost Of Ad To Be Charged: _____ (Must Be Filled In)

Application Deadline: _____

Source of Funding: _____ State _____ Federal _____ Restricted _____ other

Submitted By: _____ Date: _____

Dean/Department Head Concurrence: _____ (Signature/Date)

Associate Vice-President Concurrence: _____ (Signature/Date)

Vice-President Concurrence: _____ (Signature/Date)

Comments: _____

Chief Business Officer/Budget Concurrence: _____ (Signature/Date)

Comments: _____

President Concurrence: _____ (Signature/Date)

Piedmont Technical College

Division _____

Temporary Employment Agreement

Department _____

This employment agreement is entered into by Piedmont Technical College, and agency and instrumentality of the State of South Carolina, hereinafter referred to as the College and _____ hereinafter referred to as the temporary employee.

It is hereby mutually agreed as follows:

1. This employment agreement is for services rendered for a period of _____ weeks and _____ days beginning _____ and ending _____. It is understood and agreed that beginning and ending dates of the above or interruption of the educational program for any reason beyond the control of the College, the beginning and ending dates will be changed accordingly, and the temporary employee is obligated to fulfill the contract unless otherwise excused by proper authority.
2. The total number of hours in this period are _____. Duties shall include _____

Account Number

Scheduled Days & Time

3. The total salary for rendering the above services shall be \$ _____ in arrears for the hours worked during the prior month at \$ _____ per hour.
4. It is understood this position is temporary in nature and the college reserves the right to cancel or revise this agreement if necessary.
5. State Budget and Control Board policy states that no employee or any state agency or institution shall be paid any compensation or travel expenses from any other state agency or institution except with the approval of the agency or institution in which he/she is regularly employed and the State Budget and Control Board. Acceptance of this employment agreement constitutes representation by the temporary employee that he/she is not an employee of any other state agency or institution and constitutes agreement to submit a Request for Dual Employment to the College prior to entering into agreement to perform personal services for compensation with any other state agency or institution.
6. It is understood and agreed that no person employed under this agreement as a temporary employee will be entitled to any fringe benefits, but in the event a temporary employee is an active member of the South Carolina Retirement System or chooses to enroll, contributions to the system must be withheld and reported to the system on his/her gross earnings.
7. Other consideration:

Signature of Temporary Employee

Date

Signature of Employing Officer

Date

Employee's Social Security Number

Signature Of Institutional Officer

Date

Employee's Address (P. O.) or (Street

Signature of Vice Pres for Business & Fin

Date

City

State

Zip

(Personnel Office Use Only)

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☐ DUAL

AGENCY NAME: _____ SECTION/DEPT: _____
ADDRESS: _____ TELEPHONE NUMBER: _____
EMPLOYEE NAME: _____ SSN: _____ FLSA: _____
DESCRIPTION OF SERVICES TO BE PERFORMED: _____

DATES: TIME:
FROM: _____ FROM: _____ HRLY RATE: \$ _____ GROSS SAL: \$ _____
Month Day Year
TO: _____ TO: _____ TOTAL HRS: \$ _____
Month Day Year

Concur []	Non Concur []	Dean/Division Chair	Date
Concur []	Non Concur []	Assoc. VP/VP	Date
Concur []	Non Concur []	Executive Vice President	Date

* _____
Employee Supervisor Signature (Home Division) _____ Date _____

AGENCY NAME: _____ SECTION/DEPT: _____

ADDRESS: _____ TELEPHONE NUMBER: (____) _____
(P.O./Street) City State Zip Area Code

CLASS CODE: _____ SLOT: _____ FLSA: _____ CURRENT ANNUAL SALARY \$ _____

IS THE REQUESTING AGENCY AUTHORIZED TO PAY THE EMPLOYEE TRAVEL AND SUBSISTENCE? [] YES [] NO

IF NECESSARY, HAVE ARRANGEMENTS BEEN MADE FOR THE EMPLOYEE TO TAKE ANNUAL LEAVE OR LEAVE WITHOUT PAY TO RENDER THE SERVICE DESCRIBED? [] YES [] NO [] N/A

Employing (Home) Agency (If PTC - Human Resources Manager)

Date

Revised 3/02