

STATE OF SOUTH CAROLINA OFFICE OF THE GOVERNOR

PERSONAL DATA

<u>RACE</u> W White B Black H Hispanic A Native American O Asian & Pacific Islander <u>MARITAL STATUS</u> M Married S Single D Divorced W Widow or Widower A Separated <u>RETIREMENT SYSTEM CODE</u> 15 Police Officer's Retirement System 11 State Retirement System 10 Not Applicable	<u>EDUCATION</u> 12 High School Graduate/GED 13 Completed one year of college 14 Completed two years of college 15 Completed three years of college 16 Associate's degree, Bus or Tech 17 Bachelor's degree 18 Master's degree 19 Doctorate 20 Jurisdoctorate 21 Medical Doctorate	<u>ACCESSION SOURCE</u> 01 College Recruitment 02 State Employment 03 Employment Agency 04 Recommended by Employee 05 Referred by State Personnel 06 Unsolicited Application 07 Returned from Leave of Absence 08 Returned from Military Leave 09 Rehired, not from Leave of Absence 10 Newspaper Advertisement 11 Advertisement 12 Television Advertisement 13 Trade Journal Advertisement 14 Field Recruiting 15 Unknown 16 Referred from Vocational Rehab. 17 Transferred from another State Agency 18 Elected or appointed Official 19 Reduction in force - Rehire 20 Voluntary transfer 21 Involuntary transfer	<u>COUNTY CODES</u> 01 Abbeville 24 Greenwood 02 Aiken 25 Hampton 03 Allendale 26 Horry 04 Anderson 27 Jasper 05 Bamberg 28 Kershaw 06 Barnwell 29 Lancaster 07 Beaufort 30 Laurens 08 Berkeley 31 Lee 09 Calhoun 32 Lexington 10 Charleston 33 McCormick 11 Cherokee 34 Marion 12 Chester 35 Marlboro 13 Chesterfield 36 Newberry 14 Clarendon 37 Oconee 15 Colleton 38 Orangeburg 16 Darlington 39 Pickens 17 Dillon 40 Richland 18 Dorchester 41 Saluda 19 Edgefield 42 Spartanburg 20 Fairfield 43 Sumter 21 Florence 44 Union 22 Georgetown 45 Williamsburg 23 Greenville 46 York
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PLEASE PRINT CLEARLY

*USE CORRESPONDING CODES LISTED ABOVE

EMPLOYEE INFORMATION

Social Security No.	First Name	Middle Initial	Last Name
Home Address (Street, City, State, Zip)			
*Race	Sex	*Marital Status	*Education
			Date of Birth
			*Accession Source
			*Home County Code
Home Phone Number ()	Listed Yes <input type="checkbox"/> No <input type="checkbox"/>	Drivers License Number	State
			Class
			Expiration Date
Number of Withholding Exemptions Federal _____ State _____		Marital Status for Withholding Single _____ Married _____	
*Retirement System Code			
Prior State Service Yes <input type="checkbox"/> No <input type="checkbox"/>			
(Agency & Dates: From/To)			

EMERGENCY INFORMATION (employee is responsible for updating this information as changes occur)

Emergency Contact Person(s)				
Last	First	Relationship	Phone: Home _____ Work _____	
Address	Street	City	State	Zip

Form W-4 (2014)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2014 expires February 17, 2015. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older.
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic Instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2014. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A	<u> </u>
B	Enter "1" if: { <ul style="list-style-type: none"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. 	B	<u> </u>
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C	<u> </u>
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D	<u> </u>
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E	<u> </u>
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit	F	<u> </u>
<i>(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)</i>			
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.		
	• If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then less "1" if you have three to six eligible children or less "2" if you have seven or more eligible children.		
	• If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child	G	<u> </u>
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H	<u> </u>

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 2014
1 Your first name and middle initial Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)	5 <u> </u>	
6 Additional amount, if any, you want withheld from each paycheck	6 \$ <u> </u>	
7 I claim exemption from withholding for 2014, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶ <u> </u>		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS)	9 Office code (optional)	10 Employer identification number (EIN)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2014 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1950) of your income, and miscellaneous deductions. For 2014, you may have to reduce your itemized deductions if your income is over \$305,050 and you are married filing jointly or are a qualifying widow(er); \$279,650 if you are head of household; \$254,200 if you are single and not head of household or a qualifying widow(er); or \$152,525 if you are married filing separately. See Pub. 505 for details	1	\$ _____
2	Enter: $\left\{ \begin{array}{l} \$12,400 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,100 \text{ if head of household} \\ \$6,200 \text{ if single or married filing separately} \end{array} \right\}$	2	\$ _____
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$ _____
4	Enter an estimate of your 2014 adjustments to income and any additional standard deduction (see Pub. 505)	4	\$ _____
5	Add lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2014 Form W-4</i> worksheet in Pub. 505.)	5	\$ _____
6	Enter an estimate of your 2014 nonwage income (such as dividends or interest)	6	\$ _____
7	Subtract line 6 from line 5. If zero or less, enter "-0-"	7	\$ _____
8	Divide the amount on line 7 by \$3,950 and enter the result here. Drop any fraction	8	_____
9	Enter the number from the <i>Personal Allowances Worksheet</i> , line H, page 1	9	_____
10	Add lines 8 and 9 and enter the total here. If you plan to use the <i>Two-Earners/Multiple Jobs Worksheet</i> , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10	_____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the <i>Deductions and Adjustments Worksheet</i>)	1	_____
2	Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3"	2	_____
3	If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	_____

Note. If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4	Enter the number from line 2 of this worksheet	4	_____
5	Enter the number from line 1 of this worksheet	5	_____
6	Subtract line 5 from line 4	6	_____
7	Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$ _____
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$ _____
9	Divide line 8 by the number of pay periods remaining in 2014. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2014. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$8,000	0	\$0 - \$8,000	0	\$0 - \$74,000	\$590	\$0 - \$37,000	\$590
6,001 - 13,000	1	6,001 - 16,000	1	74,001 - 130,000	990	37,001 - 60,000	990
13,001 - 24,000	2	16,001 - 25,000	2	130,001 - 200,000	1,110	60,001 - 175,000	1,110
24,001 - 26,000	3	25,001 - 34,000	3	200,001 - 355,000	1,300	175,001 - 385,000	1,300
26,001 - 33,000	4	34,001 - 43,000	4	355,001 - 400,000	1,380	385,001 and over	1,560
33,001 - 43,000	5	43,001 - 70,000	5	400,001 and over	1,560		
43,001 - 49,000	6	70,001 - 85,000	6				
49,001 - 60,000	7	85,001 - 110,000	7				
60,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



Instructions for Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any work-authorized individual in hiring, discharge, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TDD), or visit www.justice.gov/crt/about/osc.

What Is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011. Employers should have used Form I-9 CNMI between November 28, 2009 and November 27, 2011.

General Instructions

Employers are responsible for completing and retaining Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Form I-9 is made up of three sections. Employers may be fined if the form is not complete. Employers are responsible for retaining completed forms. Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).

Section 1. Employee Information and Attestation

Newly hired employees must complete and sign Section 1 of Form I-9 no later than the first day of employment. Section 1 should never be completed before the employee has accepted a job offer.

Provide the following information to complete Section 1:

Name: Provide your full legal last name, first name, and middle initial. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the last name field. Your first name is your given name. Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any.

Other names used: Provide all other names used, if any (including maiden name). If you have had no other legal names, write "N/A."

Address: Provide the address where you currently live, including Street Number and Name, Apartment Number (if applicable), City, State, and Zip Code. Do not provide a post office box address (P.O. Box). Only border commuters from Canada or Mexico may use an international address in this field.

Date of Birth: Provide your date of birth in the mm/dd/yyyy format. For example, January 23, 1950, should be written as 01/23/1950.

U.S. Social Security Number: Provide your 9-digit Social Security number. Providing your Social Security number is voluntary. However, if your employer participates in E-Verify, you must provide your Social Security number.

E-mail Address and Telephone Number (Optional): You may provide your e-mail address and telephone number. Department of Homeland Security (DHS) may contact you if DHS learns of a potential mismatch between the information provided and the information in DHS or Social Security Administration (SSA) records. You may write "N/A" if you choose not to provide this information.

Section 2. Employer or Authorized Representative Review and Verification

Before completing Section 2, employers must ensure that Section 1 is completed properly and on time. Employers may not ask an individual to complete Section 1 before he or she has accepted a job offer.

Employers or their authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, the employer must complete Section 2 by Thursday of that week. However, if an employer hires an individual for less than 3 business days, Section 2 must be completed no later than the first day of employment. An employer may complete Form I-9 before the first day of employment if the employer has offered the individual a job and the individual has accepted.

Employers cannot specify which document(s) employees may present from the Lists of Acceptable Documents, found on the last page of Form I-9, to establish identity and employment authorization. Employees must present one selection from List A OR a combination of one selection from List B and one selection from List C. List A contains documents that show both identity and employment authorization. Some List A documents are combination documents. The employee must present combination documents together to be considered a List A document. For example, a foreign passport and a Form I-94 containing an endorsement of the alien's nonimmigrant status must be presented together to be considered a List A document. List B contains documents that show identity only, and List C contains documents that show employment authorization only. If an employee presents a List A document, he or she should not present a List B and List C document, and vice versa. If an employer participates in E-Verify, the List B document must include a photograph.

In the field below the Section 2 introduction, employers must enter the last name, first name and middle initial, if any, that the employee entered in Section 1. This will help to identify the pages of the form should they get separated.

Employers or their authorized representative must:

1. Physically examine each original document the employee presents to determine if it reasonably appears to be genuine and to relate to the person presenting it. The person who examines the documents must be the same person who signs Section 2. The examiner of the documents and the employee must both be physically present during the examination of the employee's documents.
2. Record the document title shown on the Lists of Acceptable Documents, issuing authority, document number and expiration date (if any) from the original document(s) the employee presents. You may write "N/A" in any unused fields.

If the employee is a student or exchange visitor who presented a foreign passport with a Form I-94, the employer should also enter in Section 2:

- a. The student's Form I-20 or DS-2019 number (Student and Exchange Visitor Information System-SEVIS Number); and the program end date from Form I-20 or DS-2019.
3. Under Certification, enter the employee's first day of employment. Temporary staffing agencies may enter the first day the employee was placed in a job pool. Recruiters and recruiters for a fee do not enter the employee's first day of employment.
4. Provide the name and title of the person completing Section 2 in the Signature of Employer or Authorized Representative field.
5. Sign and date the attestation on the date Section 2 is completed.
6. Record the employer's business name and address.
7. Return the employee's documentation.

Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they should be made for ALL new hires or reverifications. Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or other federal government agency. Employers must always complete Section 2 even if they photocopy an employee's document(s). Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. Employers are still responsible for completing and retaining Form I-9.

Some employees may write "N/A" in the space provided for the expiration date in Section 1 if they are aliens whose employment authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau). Reverification does not apply for such employees unless they chose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

Reverification applies if evidence of employment authorization (List A or List C document) presented in Section 2 expires. However, employers should not reverify:

1. U.S. citizens and noncitizen nationals; or
2. Lawful permanent residents who presented a Permanent Resident Card (Form I-551) for Section 2.

Reverification does not apply to List B documents.

If both Section 1 and Section 2 indicate expiration dates triggering the reverification requirement, the employer should reverify by the earlier date.

For reverification, an employee must present unexpired documentation from either List A or List C showing he or she is still authorized to work. Employers CANNOT require the employee to present a particular document from List A or List C. The employee may choose which document to present.

To complete Section 3, employers should follow these instructions:

1. Complete Block A if an employee's name has changed at the time you complete Section 3.
2. Complete Block B with the date of rehire if you rehire an employee within 3 years of the date this form was originally completed, and the employee is still authorized to be employed on the same basis as previously indicated on this form. Also complete the "Signature of Employer or Authorized Representative" block.
3. Complete Block C if:
 - a. The employment authorization or employment authorization document of a current employee is about to expire and requires reverification; or
 - b. You rehire an employee within 3 years of the date this form was originally completed and his or her employment authorization or employment authorization document has expired. (Complete Block B for this employee as well.)

To complete Block C:

- a. Examine either a List A or List C document the employee presents that shows that the employee is currently authorized to work in the United States; and
 - b. Record the document title, document number, and expiration date (if any).
4. After completing block A, B or C, complete the "Signature of Employer or Authorized Representative" block, including the date.

For reverification purposes, employers may either complete Section 3 of a new Form I-9 or Section 3 of the previously completed Form I-9. Any new pages of Form I-9 completed during reverification must be attached to the employee's original Form I-9. If you choose to complete Section 3 of a new Form I-9, you may attach just the page containing Section 3, with the employee's name entered at the top of the page, to the employee's original Form I-9. If there is a more current version of Form I-9 at the time of reverification, you must complete Section 3 of that version of the form.

What Is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "USCIS Privacy Act Statement" below.

USCIS Forms and Information

For more detailed information about completing Form I-9, employers and employees should refer to the *Handbook for Employers: Instructions for Completing Form I-9 (M-27-I)*.



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

▶ START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State Zip Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	E-mail Address			Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

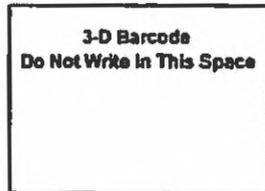
- A citizen of the United States
- A noncitizen national of the United States (See instructions)
- A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number OR Form I-94 Admission Number.

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____



If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

Signature of Employee:	Date (mm/dd/yyyy):
------------------------	--------------------

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date (mm/dd/yyyy):	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State Zip Code



Employer Completes Next Page



Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title:		Document Title:
Issuing Authority:		Issuing Authority:		Issuing Authority:
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Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy) _____ (See instructions for exemptions.)

Signature of Employer or Authorized Representative		Date (mm/dd/yyyy)	Title of Employer or Authorized Representative		
Last Name (Family Name)		First Name (Given Name)	Employer's Business or Organization Name		
Employer's Business or Organization Address (Street Number and Name)			City or Town	State	Zip Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable) Last Name (Family Name) First Name (Given Name) Middle Initial			B. Date of Rehire (if applicable) (mm/dd/yyyy):
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C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:
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**Governor's Office
Employee's Certification**

South Carolina State Law prohibits State employment to persons who have willfully defaulted on student loans. Accordingly, all employees of the Governor's Office and applicants for employment are required to complete the following certification:

Check One:

_____ I certify that I am not in default on any of the following types of loans:

- National Direct Student Loan
- National Defense Student Loan
- Guaranteed - Federally Insured Student Loan
- Nursing Student Loan
- Health Professions Student Loan
- Law Enforcement Education Loan

I understand that my defaulting on such loans will preclude my continued or future employment with the South Carolina State Government unless I voluntarily enter into and honor an agreement after default under which terms the debt will be repaid and the lender provides written confirmation of the agreement to the State. I will inform my agency's Office of Human Resources in writing of any future defaults on these types of loans.

_____ I am currently in default on one or more of the above loans and I will contact my personnel department within three days of signing this statement in order to determine a deadline by which I must present written confirmation of an after-default agreement to the Office of Human Resources.

I understand that my failure to contact the Office of Human Resources by the deadline will result in termination of my employment.

Employee's Signature

Date

Human Resources

Date

GOVERNOR'S OFFICE
Office of Executive Policy and Programs

POLICY AND PROCEDURES ACKNOWLEDGEMENT FORM

As an employee of the Governor's Office, I understand that this Office has adopted the policies and procedures listed below. I agree that it is my responsibility to review these policies and procedures on the Office of Executive Policy and Programs' Policy website at: http://www.oepg.sc.gov/hr_policies.html. I understand that I may also acquire copies of these policies by contacting Human Resources at 734-0442. In addition, by signing below, I acknowledge that I have been given a copy of the *FMLA Employee Rights and Responsibilities* poster along with the following seven policies: *Anti-Harassment, Disciplinary, Drug-Free Workplace and Substance Abuse, Employee Performance Management System (EPMS), Grievance, Hazard Communication, and Internet and Network Services Acceptable Use.*

- AFFIRMATIVE ACTION
- ANNUAL/SICK LEAVE
- ANTI-HARASSMENT
- CLASSIFICATION
- COMPENSATION
- DISCIPLINARY
- POLITICAL ACTIVITY AND ETHICS
- DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE
- DUAL EMPLOYMENT
- EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM (EPMS)
- FAMILY AND MEDICAL LEAVE ACT (FMLA)
- FURLOUGH AND LEAVE WITHOUT PAY
- GRIEVANCE
- HAZARD COMMUNICATION
- HOLIDAYS
- INTERNET AND NETWORK SERVICES ACCEPTABLE USE POLICY
- LEAVE TRANSFER POOL
- NEPOTISM
- NEWS MEDIA CONTACTS AND FOIA REQUESTS
- OVERTIME AND COMPENSATORY TIME
- OTHER LEAVE
- OUTSIDE AND SECONDARY EMPLOYMENT
- RECRUITMENT AND SELECTION
- REDUCTION IN FORCE
- TELECOMMUTING
- TUITION ASSISTANCE
- WORKERS' COMPENSATION
- WORK HOURS

Print Name

Signature

Date

02/09

2014 Holiday Schedule

New Year's Day

Wednesday, January 1

Martin Luther King, Jr. Day

Monday, January 20 (*3rd Monday in January*)

George Washington's Birthday / President's Day

Monday, February 17 (*3rd Monday in February*)

Confederate Memorial Day

Friday, May 9 (observance)

National Memorial Day

Monday, May 26 (*Last Monday in May*)

Independence Day

Friday, July 4

Labor Day

Monday, September 1 (*First Monday in September*)

Veterans Day

Tuesday, November 11

Thanksgiving Day

Thursday, November 27 (*Fourth Thursday in November*)

Day after Thanksgiving Day

Friday, November 28

Christmas Eve

Wednesday, December 24

Christmas Day

Thursday, December 25

Day after Christmas

Friday, December 26

PREVIOUS STATE EMPLOYMENT INFORMATION

NAME: _____

SOCIAL SECURITY NUMBER: _____

Are you transferring directly from another state agency? YES NO

If yes, list the name of the agency: _____

Do you have annual/sick leave which needs to be transferred: YES NO

If not transferring directly from another state agency, list the names of agencies in which you have worked in the past (permanent positions only) so that you may be given credit for prior state service. If the name used for below differs from your current name, please provide our office with prior name(s): _____

AGENCY	FROM DATE	TO DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-800-IUS-WAGE (1-800-487-9241) TTY 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
ANTI-HARASSMENT POLICY**

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

I. Policy

It is the policy of the Governor's Office to provide a work environment free of harassment based on race, sex, religion, national origin, age, disabilities, similar distinctions or any other legally protected category under federal, state or local law. The Governor's Office will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

II. Complaint Procedure

If anyone believes he or she is being treated in an unlawful discriminatory manner or is being harassed is responsible for taking initiative to stop the unwelcome and possibly unlawful conduct. This could include making it clear the conduct is unwelcome or bringing the conduct to the attention of their supervisor, another member of management or the Human Resources Office. A complaint may be made in writing and sent to the Office of Executive Policy and Program's Human Resources Office, 1205 Pendleton Street, Suite 474, Columbia, SC 29201.

In addition, supervisors having knowledge of complaints or allegations of harassment are required to contact the Human Resources Administrator immediately. All questions should be brought to the attention of the Human Resources Administrator.

III. Process

Claims of unlawful discrimination and unlawful harassment are handled discreetly to the extent possible and are investigated promptly and thoroughly. The Governor's Office will take remedial action when warranted up to and including dismissal. The Governor's Office prohibits conduct which can contribute to an offensive work environment which includes but is not limited to: unwelcome sexual advances innuendoes, requests for sexual favors, physical contact, unwelcome or repeated propositions, unwelcome flirtation, epithets, slurs, offensive jokes or pranks and offensive verbal, visual or physical conduct of a sexual nature, whether spoken, written or communicated electronically.

IV. Aspects of Harassment

Harassment includes conduct by an employee that creates an intimidating, hostile or offensive work environment or interferes with an employee's work performance. The conduct may be between employee to employee, employee to supervisor, supervisor to employee, employee to non-employee or non-employee to employee. It is prohibited for an employee to harass a nonemployee on Agency time or use State equipment. Supervisors may not threaten or imply that an employee's response to sexual advances or any other harassing behaviors will in any way influence that employee to continue employment or career development, nor may they have a sexual relationship with a subordinate.

Revised 7/04

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
DISCIPLINARY POLICY**

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I. Policy

The Governor's Office recognizes its continued responsibility to develop and administer appropriate disciplinary procedures in the mutual interests of the Agency and the employees of this Agency. Management efforts should concentrate on preventing serious disciplinary problems from occurring or reoccurring rather than punishing employees. This progressive disciplinary policy does not apply to probationary employees who may be disciplined at the agency's discretion.

Disciplinary problems should be handled by one or more of the following actions, but not necessarily in this order:

1. Informal Counseling
2. Oral Reprimand
3. Written Reprimand
4. Reassignment
5. Demotion
6. Suspension
7. Termination

The appropriate discipline for any incident of misconduct or violation of policy and procedures is a matter for the Agency's management to determine in light of all surrounding circumstances. The Governor's Office of Human Resources will coordinate with management in administering disciplinary action.

All covered employees may have the right to appeal certain disciplinary actions in accordance with State Human Resources Regulation 19-718, State Employee Grievance Act.

Probationary, temporary, time-limited and temporary grants employees may be disciplined and/or terminated by the Governor's Office at any time without recourse; therefore, nothing in the Employee Disciplinary Policy guidelines limits the agency's discretion with respect to such employees. The Human Resources Director will be consulted prior to terminating a probationary employee.

Employees are given a copy of the Employee Disciplinary Guidelines Policy during orientation. All employees have access to a copy of the Employee Disciplinary Guidelines Policy through the internet or by contacting the Office of Human Resources.

II. Forms of Disciplinary Action

Informal counseling will be annotated on the "Governor's Office Documentation of Coaching/Counseling Session" and maintained in the supervisor's files. Informal counseling is not a grievable issue which may be grieved under State Employee Grievance Procedure Act.

Oral Reprimand

The discussion a supervisor holds with an employee in which he/she disciplines the employee for improper conduct. Ordinarily, an employee should be verbally admonished for relatively minor infractions involving inappropriate behavior, misconduct, or violation of rules. The supervisor will inform the employee in private that an oral reprimand is being given and that the employee has the opportunity to correct the problem. The supervisor will further inform the employee that unless the behavior is corrected, the employee will be subjected to disciplinary action up to and including written reprimand, suspension, dismissal, reassignment, demotion, or other appropriate action. This original

written documentation of the oral reprimand will be maintained in supervisory files to be used to support future discipline if needed.

Written Reprimand

A written record of discipline may be administered for the first offense of a more serious nature or for cumulative lesser violations. The nature of the offense, the dates of any prior counseling sessions, and oral reprimands will be referenced in written reprimands. The employee will be told in the written reprimand that repeated occurrences of an offense or a more serious offense will warrant further disciplinary action. The employee should sign the written reprimand as having been received. If the employee refuses to sign the disciplinary notice another supervisory employee will witness the refusal to sign the document and sign the document attesting to the fact the employee was issued the disciplinary document. The original written reprimand becomes a part of the employee's official personnel file and a copy of the reprimand will be given to the employee. Written Reprimands will be discussed with the Office/Division Director and the Director of Human Resources prior to submission. The Office/Division Director is the signature authority for this action.

Suspensions and Investigatory suspensions

In cases that have many issues or considerations or where the facts are not clearly evident, an investigatory suspension may be used by placing the employee on a leave of absence without pay. Investigatory suspension means absence from work (without compensation) pending the results of an investigation and a final decision as to the extent of disciplinary action. Absence during an investigatory suspension may be considered part of the disciplinary suspension period if the investigation finally determines that disciplinary suspension is appropriate. If the investigation determines that appropriate disciplinary action is less than the length of the investigatory suspension without pay, the employee may receive back pay for the difference. The suspension during investigation should last only the length of time to accomplish an adequate investigation and the formulation of a final decision after the investigation. (See Section III – Procedures for all Actions above Written Reprimand)

A suspension may be administered for the first offense of a serious nature or for cumulative lesser violations. The period of suspension will vary depending upon the seriousness of the offense and/or if previous disciplinary actions have been implemented. In cases where the suspension is based on cumulative, lesser violations, details of the previous disciplinary actions that led up to the suspension, including prior disciplinary actions, shall be cited in the notice of suspension. The employee will be made aware of the conduct warranting the suspension and the consequences of future violations or problems. The employee should sign the notice of suspension as having been received. If the employee refuses to sign the disciplinary notice another supervisory employee will witness the refusal to sign the document and sign the document attesting to the fact the employee was issued the disciplinary document. The original notice of suspension becomes a part of the employee's official personnel file and a copy of the suspension notice will be given to the employee. All suspensions are without pay. Accrued annual or sick leave may not be used for a suspension. During the suspension period, the employee will not be allowed in the workplace nor perform any agency work. (See Section III – Procedures for all Actions above Written Reprimand)

Termination

If other disciplinary procedures do not improve further conduct, or if an employee commits a serious disciplinary infraction, the employee is subject to termination. Gross or aggravated misconduct may call for immediate termination without prior warning or attempts to correct the problem. All pertinent facts will be considered in the evaluation of events leading up to the recommendation for termination. If it is determined that termination is proper and justified, a letter of termination will be prepared for the Office of Policy and Programs Director's signature or the Human Resources Director's signature in the absence of the OEPP Director. This letter will contain a summary of events leading up to the termination, including prior disciplinary action and/or aggravating circumstances. (See Section III – Procedures for all Actions above Written Reprimand)

Reassignments or Demotions

Reassignments or demotions may also be used in conjunction with the above disciplinary action(s) or separately as a form of disciplinary action. While an employee should sign disciplinary notices, his/her signature means only that he/she has received a copy of the notice to reassign or demote and not that he/she agrees with the contents or the action taken. If the employee refuses to sign the disciplinary notice another supervisory employee will witness the

refusal to sign the document and sign the document attesting to the fact the employee was issued the disciplinary document. (See Section III – Procedures for all Actions above Written Reprimand)

III. Procedures for all Actions above Written Reprimand

1. The supervisor and/or manager will present all facts surrounding the incident to the Division/Office Director with a recommendation for discipline.
2. The supervisor and/or manager will discuss the matter with the Director of Human Resources.
3. The Director of Human Resources will then discuss any actions above a written reprimand with the Director of the Office of Executive Policy and Programs (or designee). The Human Resources Director signs notifications of suspension and demotion after the concurrence of the Office of Executive Policy and Programs Director and the Deputy Chief of Staff of Operations. Written reprimands will be signed by the Office/Division Director. Termination letters will be signed by the Director of Office of Executive Policy and Programs Director (or HR Director in the absence of OEPP Director) after the letter and corresponding supporting documentation have been reviewed by the OEPP Director, Deputy Chief of Staff for Operations and Legal Counsel.
4. The above steps will occur prior to the disciplinary action becoming effective unless, in management's sole discretion, circumstances dictate the immediate suspension of an employee pending the outcome of an investigatory suspension.
5. The Director of Human Resources is the coordinator of all disciplinary actions beyond oral reprimand and will be consulted concerning the wording of disciplinary action documents beyond an oral reprimand.
6. Any incidents or information relating to a pending disciplinary action are to be conveyed to the Human Resources Director immediately.

IV. Conduct Which May Result in Disciplinary Action

It is not possible to list all acts or omissions, which might result in disciplinary action. The list, which follows, includes some of the things which obviously are unacceptable and which can result in disciplinary action or termination. The list is by no means all inclusive. Management, in its sole discretion, will determine what degree of disciplinary action is appropriate, and management is not bound by the attached list. Normally, management will take into account various factors such as the seriousness of the offense, the employee's prior disciplinary record, the employee's prior work record and the employee's length of service. Which factors are to be considered and the weight to be given them are matters resting in the discretion of management.

The following is a list of progressive disciplinary actions to be used only as guidelines and are not all-inclusive. This list is to improve the consistency of disciplinary actions taken. At the occurrence of any of the listed offenses, or any that are not listed, management will determine the appropriate disciplinary action after the particular circumstances of the case or omission which constitutes misconduct, regardless of whether the specific act or omission is listed as follows:

Chart of Offenses with Established Disciplinary Actions

OFFENSE	RANGE OF DISCIPLINARY ACTIONS
Unauthorized Leave	Written Reprimand to Termination
Habitual Tardiness or Failure to Observe Assigned Work Hours	Oral Reprimand to Termination
Abuse of Leave (Refer to Family Medical)	Oral Reprimand to Termination

Leave Act and Americans with Disability Act)

Excessive Absenteeism

Oral Reprimand to Termination

(To be used for employees who become unreliable because of frequent absenteeism, even if for good and sufficient reasons Termination should be preceded by oral counseling in an attempt to inform the employee of the problem. Refer to Family Medical Leave Act and Americans with Disability Act)

Leaving Work Station without Authorization

Oral Reprimand to Termination

Reporting to Work Under the Influence of Alcohol or Drugs

Written Reprimand to Termination

(Refer to Section 8-11-110 SC Code of Laws and the Drug Free Work Place Policy.)

Drinking Alcoholic Beverages or Using/Possessing Illegal Drugs on the Job

Termination

(Refer to Section 8-11-110 SC Code of Laws and the Drug Free Work Place Policy)

Insubordination (refusal to accept a reasonable and proper work assignment or supervisor directive)

Written Reprimand to Termination

Falsification of Records or Documents

Suspension to Termination

Stealing

Termination

Negligence

Oral Reprimand to Termination

Gross Misconduct

Suspension to Termination

Willful Violation of Written Rules, Regulations or Policies

Written Reprimand to Termination

Fighting

Suspension to Termination

Unauthorized use of State Equipment or Property

Oral Reprimand to Termination

Destruction or Misuse of Property or Equipment

Written Reprimand to Termination

Unauthorized Solicitation or Sales on State Premises

Oral Reprimand to Termination

Unauthorized Possession of Firearms on the Job

Termination

Unauthorized Distribution of Written or Printed Material of Any Kind

Written Reprimand to Termination

Sleeping While on Duty

Written Reprimand to Termination

Horseplay

Oral Reprimand to Termination

Malicious Use of Profane/Abusive Language to Others	Oral Reprimand to Termination
Loafing	Oral Reprimand to Termination
Interference with Other Employee's Work	Oral Reprimand to Termination
Gambling During Work Hours	Written Reprimand to Termination
Improper conduct or Conduct unbecoming A state employee	Written Reprimand to Termination
Working on Personal Jobs During Work Hours	Oral Reprimand to Termination
Excessive Use of Telephone for Personal Matters	Oral Reprimand to Termination
Defacing State Property	Written Reprimand to Termination
Sexual Harassment (Refer to Sexual Harassment Policy)	Written Reprimand to Termination
Releasing Confidential Information	Oral Reprimand to Termination
Engaging in incompatible employment or serving a conflicting interest	Written Reprimand to Termination
Failure to maintain Harmonious Working Relationships with Employees, Supervisors,	Oral Reprimand to Termination
Misrepresentation of facts or information	Written Reprimand to Termination
Discourteous treatment Of visitors and/or customers	Oral Reprimand to Termination
Willful false statements to a supervisor	Suspension to Termination
Workplace Violence (Refer to Workplace Violence Policy)	Termination
Threatening or Making Threatening Actions Towards Another Employee	Suspension to Termination
Willful Acts that would Endanger the Personal Well-being and/or Property of Others	Termination
Engaging in Unlawful Work Stoppages,	Suspension to Termination

Slowdowns or Strikes	
Candidate In Partisan Election	Warning to Withdraw Within 10 Calendar Days or Termination
Arrested or Indicted for Alleged Violation of Federal or State Laws	Circumstances May Dictate Suspension Leading to Termination Pending Investigation & Determination
Misuse of Governor's Office Position	Written Reprimand to Termination
Conviction of a Misdemeanor	Up to Termination
Conviction of a misdemeanor which adversely reflects on an individual's suitability for continued employment	Termination
Conviction of a Felony	Up to Termination
Any accumulation of 3 offenses within a period of 1 year where 1st or 2nd offense calls for written reprimand	Suspension to Termination
Any accumulation of 3 offenses within a period of 1 year where 1st or 2nd offense calls for suspension	Termination

V. Substandard Work Performance

When an employee's work performance falls below performance requirements, a Warning Notice of Substandard Performance may be necessary. In cases of substandard work performance, the Employee Performance Management System (EPMS) Policy should be followed.

VI. Abandonment of Position

An employee who voluntarily fails to report to work for three consecutive workdays and fails to contact the appropriate supervisory authority during this time will be considered to have voluntarily resigned from the Governor's Office. A voluntary resignation is not an issue which may be grieved under the State Employee Grievance Act.

VII. Employee Comments

The employee may attach additional comments to any disciplinary action, if desired, within two weeks from the date of the disciplinary action.

Revised 1/2012

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY**

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I. Purpose

Pursuant to the Federal Drug-Free Workplace Act of 1988 & Section 8-11-110 of the S.C. Code of Laws, it is the policy of the Governor's Office to ensure a workplace that is free from the effects of drug and alcohol abuse.

II. Substance Abuse

- A. Employees are required and expected to report to work on time and in appropriate mental and physical condition for work. It is the Agency's commitment to provide a drug-free, alcohol-free, healthful, safe and secure work environment.
- B. Any employee, on Agency time or premises, who uses, manufactures, distributes, dispenses or possesses narcotics, drugs or other controlled substances is absolutely prohibited.
- C. Employees are prohibited from conducting Agency business under the influence of alcohol. "Under the influence" means having any detectable concentration of alcohol in the body. The use of alcohol on agency premise or while conducting agency business is prohibited, except at approved agency sponsored social events. Alcohol consumption at an agency sponsored event is completely voluntary and should be in moderation.
- D. Employees must, as a condition of employment, abide by the terms of the Drug-Free Workplace policy and report any conviction under a criminal drug statute for violations occurring on or off agency premises while conducting agency business. A report of a conviction must be made within five (5) days after the conviction to the Human Resource Administrator.
- E. Law enforcement authorities will be notified whenever illegal drugs are found in the workplace (or in State vehicles).
- F. If an employee is involved in a motor vehicle accident while driving a State-owned vehicle, the Agency reserves the right to have the employee drug or alcohol tested.
- G. Violations of this policy may result in disciplinary action, up to and including termination, and may have legal consequences. Each case will be reviewed and necessary action will be taken depending on the circumstance.
- H. The Governor's Office reserves the right to test employees it reasonably suspects to be using drugs or alcohol in violation of this policy.

III. Drug-Free Awareness Program

- A. The Agency recognizes drug and alcohol as a potential health, safety and security problem. The Governor's Office encourages employees to contact the State services by the Alcohol and Other Drug Abuse Services, Job Retention Services or State Group Insurance Plans, as appropriate.

Alcohol and Other Drug Abuse Services
101 Business Park Blvd.
Suite 1100
Columbia, SC 29203
(803) 898-5555

Job Retention Services (EAP)
SC Vocational Rehabilitation
1330 Boston Avenue
West Columbia, SC 29169
(803) 898-6331

- B. In lieu of termination for violation of this policy, the employee may be required to enter a drug or alcohol rehabilitation program.**

Revised 7/04

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
POLICY AND PROCEDURE**

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

I. General Information

All performance appraisals shall be made in writing by the employee's supervisor (the rater) who has direct experience or knowledge of the work being performed. The appraisal shall be reviewed by the next higher level supervisor (the reviewer), unless the rater is the agency head, prior to the appraisal being discussed with the employee. The reviewer may attach additional comments to the appraisal, and in the attachment may take exception to the rater's appraisal. In addition, the reviewer has the authority to change the appraisal completed by the rater. If the reviewer elects to change the rating, the change and associated justification should be noted on the appraisal document. Whenever an employee's job responsibilities change significantly, the appraisal document should be revised to reflect that change. The final appraisal must bear the signature of the rater, the reviewer and the employee, if possible. If any party refuses to sign the appraisal, a notation shall be made on the performance appraisal of this. If possible, a witness should sign to acknowledge that the party refused to sign the appraisal.

All performance appraisals shall become a permanent part of the employee's official personnel file. Upon request, the agency shall furnish the employee with a copy of the performance appraisal with copies of all pertinent attachments.

The provisions of this policy address the appraisal process of both probationary and covered employees.

II. Training

Employees receive introduction to the Employee Performance Management System through new employee orientation, general information sessions and communication from the office or division.

III. Levels of Performance

There shall be three levels of performance to rate each job function, objective, and performance characteristic and to rate overall performance:

1. **Exceptional Performance**
Work that is consistently above the success criteria of the job function, objective, or performance characteristic definition throughout the rating period.
2. **Successful Performance**
Work that meets the success criteria of the job function, objective, or performance characteristic definition.
3. **Unacceptable Performance**
Work that fails to meet the success criteria of the job function, objective, or performance characteristic definition.

Any "substantially exceeds" ratings issued prior to the implementation of this policy will now be equated to an "exceptional" rating.

IV. Planning Stage

Each employee shall have a planning stage conducted at the beginning of each rating period. The employee's job functions (which include job duties and success criteria), objectives, and performance characteristics for the next rating period will be discussed at this time. The items described below may be included in the planning stage. The rater and employee should participate in drafting the planning stage document. The reviewing officer and the rater should discuss the requirements for the coming year prior to the planning stage. A rater may incorporate a team activity into the planning stage document. The team performance being evaluated could constitute a job function, an objective, or one criterion for a particular job function or objective. A rater may also link the employee's training plan to the planning stage document.

Job Functions

The rater and the employee shall determine the job functions (which include job duties and success criteria) by reviewing the employee's position description. If the position description is not up-to-date or if there is no position description, one should be prepared and submitted for approval. In those instances where the rater and employee cannot agree upon the job functions, the rater's decision shall be final. The statement outlining the job function should include descriptive information about the performance expectations (success criteria) of the rater. The descriptive statement should specify the expectations of the rater for the employee to meet performance requirements. Each job function shall be rated in the evaluation stage based on the three levels of performance. It shall be mandatory for all raters to be evaluated on the timely completion of each employee's performance appraisal.

Objectives

Objectives shall be optional for all employees. An objective should be included when the employee is assigned a special, non-recurring project or assignment that is not included on the employee's position description. The statement outlining the objective(s) should also include descriptive information about the performance expectations (success criteria) of the rater. The descriptive statement should specify the expectations of the rater for the employee to meet performance requirements. Each objective shall be rated in the evaluation stage based on the three levels of performance.

Performance Characteristics

The Office of Human Resources will provide a list of suggested performance characteristics and their definitions. Each performance characteristic shall be defined in the planning stage and rated in the evaluation stage based on the three levels of performance described in Section III. The performance characteristics section shall be used as a communication tool to emphasize those performance characteristics that are important to success in performing the job functions and objectives included in the planning document. The performance characteristics section shall be weighted in the determination of the overall performance rating. The total weight of the performance characteristic section may not exceed 10% of the overall performance rating.

It shall be mandatory for all managers and supervisors to be rated on the performance characteristic of "promoting equal opportunity." (Promoting equal opportunity includes such areas as hiring, promotion, or placement; level of personal and organizational commitment to equal opportunity; progress toward achieving a fully integrated and representative work force; and contribution toward minority programs and other social/economic equal opportunity goals.)

V. Ongoing Performance Management

A rater should continue to provide performance feedback to employees throughout the review period. An unofficial mid-year review is encouraged to facilitate this communication between raters and employees. In addition, various options are available to the rater in conducting performance management. A rater may gather feedback to prepare the appraisal document and/or conduct unofficial appraisals more frequently than required in this policy.

VI. Abbreviated Planning Stage and Review

To facilitate the transition from the November 1st "Universal Review Date" to individual employees' review dates, an abbreviated planning stage and evaluation process will be used for employees having "short-year" review due dates that occur within the three months (November, December, and January) following the November 1, 2006 "Universal Review Date." For employees with review due dates within the three months following the November 1, 2006 "Universal Review Date," when job duties have not changed, the planning stage from the just completed review period would be used as the planning stage for the short-year review period. A Short-Year Performance Review Form should be used to evaluate the employee's performance prior to the end of the short-year review period. If the job functions have changed from the previous planning stage, the employee should receive an updated planning stage document for the short-year review period. The revised planning stage should be used to evaluate the employee's performance prior to the end of the short-year review period.

For those employees with review dates occurring February 1, 2006, or later, a full planning stage document should be prepared to cover the short year review period. Once the short year review is completed prior to the employee's review date, a full planning stage document should then be prepared to cover the employee for a full year from the employee's review date.

VII. Probationary Period

Each new employee in probationary status shall be rated prior to the completion of a twelve-month probationary period. If the employee does not receive a performance appraisal prior to the performance review date, the employee will receive a "successful" rating by default and obtain covered status as a State employee and permanent status in the class. The probationary period may not be extended.

A probationary employee who receives a promotion, demotion, reclassification, transfer or is reassigned to a position in a different class is given a new original appointment in the new class and the twelve-month probationary period begins again from the date of the promotion, demotion, reclassification, transfer or reassignment to a position in a different class. Likewise, a probationary employee who transfers from another state agency to a position in a different class shall be required to serve twelve (12) months with the Governor's Office prior to attaining permanent status. An employee who is reassigned or transferred to a position in the same class or who receives any in-band increase or decrease within the current class shall not have the review date re-established.

If an employee is not performing satisfactorily during the probationary period, the employee shall be terminated before becoming a covered employee. Until an employee has completed the probationary period and has a "successful" or higher overall rating on the employee's evaluation, the employee has no grievance rights under the State Employee Grievance Procedure Act; therefore, an agency is not required to follow the "Substandard Performance Process" to terminate a probationary employee.

VIII. Interim Appraisal for Probationary Employees

Supervisors are encouraged to complete an optional Interim Appraisal for Probationary Employees at the end of the employee's sixth month within the position. The interim appraisal can assist supervisors in documenting their recommendation to retain or dismiss a probationary employee prior to the end of the probationary period. The completed Interim Appraisal may be forwarded to the Governor's Office of Human Resources.

IX. Annual Performance Reviews

All employees shall be given an annual appraisal no more than 90 calendar days prior to the employee's performance review date. An employee on approved leave without pay for more than 30 consecutive workdays shall have the performance review date advanced one calendar day for each calendar day on approved leave after these first 30 workdays. A covered employee, who within 30 calendar days of his performance review date receives a "Warning Notice of Substandard Performance," shall have the performance review date advanced one calendar day for each calendar day the "Warning Notice of Substandard Performance" is in effect.

The performance review date marks the beginning of a new review period. If an employee does not receive an appraisal prior to the performance review date, the employee shall receive a "successful" rating by default. A covered employee may not be issued an overall "unacceptable" appraisal at any time during the annual review period without following the "Substandard Performance Process." Additionally, an employee may not be issued an "unacceptable" rating on any essential job function or objective which significantly impacts performance without following the "Substandard Performance Process."

X. Trial Periods

Each covered employee who has been demoted, promoted, reclassified or reassigned to a position in a different class shall be appraised prior to the completion of a six-month trial period in the position. The performance review date marks the beginning of a new review period. If an employee does not receive a performance appraisal prior to the performance review date, the employee will receive a "successful" rating by default and obtain permanent status in the new classification. Once an employee has completed a successful trial period and obtained permanent status in a class, the employee retains permanent status in the class throughout the employee's continuous service. The six-month trial period may be extended up to 90 calendar days upon written notice to the employee prior to the end of the six-month trial period.

The "Substandard Performance Process" is not required to demote or reclassify downward an employee in trial status to the same class from which promoted, if the demotion or reclassification occurs within the trial period. The "Substandard Performance Process" is also not required to demote or reclassify downward an employee in trial status to a class in an equal or higher pay band from which promoted, if the demotion or reclassification occurs within the trial period. The employee in trial status may not grieve such demotion. The employee in trial status may not be terminated or demoted to a class in a lower pay band than that from which promoted for performance reasons without following the "Substandard Performance Process."

XI. Substandard Performance Process for Covered Employees

A covered employee is entitled to adequate notice of substandard performance and the opportunity to improve the substandard performance before receiving an "unacceptable" rating and being removed from the position. To ensure this occurs, the following procedures shall be followed:

- a. A rater shall issue a "Warning Notice of Substandard Performance" prior to issuing an "unacceptable" rating to a covered employee. If during the review period an employee's performance is considered "unacceptable" in any essential job function or objective which significantly impacts performance, the rater shall provide the employee with a written "Warning Notice of Substandard Performance." The warning notice shall provide for an improvement period of no less than 30 days and no more than 120 days. The warning notice may be issued at any time during the review period. Ordinarily, the warning period may not extend beyond the employee's review date. However, if the warning notice is issued less than 30 days before the employee's review date, the review date would roll forward a day for each day the warning notice is in effect.

- b. The rater and employee may participate in drafting a work improvement plan. The work improvement plan should include a list of ways to improve the deficiencies and other appropriate performance-related recommendations. In instances where the rater and employee cannot agree upon the content of the work improvement plan, the rater's decision shall be final.
- c. During the warning period, the employee and the rater shall have regularly scheduled meetings during which they shall discuss the employee's progress. Documentation is required to verify that these counseling sessions were held. Copies of this documentation shall be placed in the employee's official personnel file and given to the employee upon request.
- d. If the employee's performance is rated "successful" or above on all essential job functions/objectives which significantly impact performance noted in the warning notice by the end of the warning period, employment shall continue. If the employee is rated "unacceptable" on any essential job function or objective which significantly impacts performance as noted in the warning notice by the end of the warning period, the employee shall be removed from the position immediately (i.e., terminated, reassigned, demoted).
- e. Once a time frame for improving substandard performance has been given, the employee must receive a written appraisal prior to the end of the warning period or the employee will receive a "successful" rating by default.
- f. If an employee has been issued two warning notices within a 365-day period and performance drops to a substandard level on any essential job function/objective which significantly impacts performance for a third time within a 365-day period, the employee shall be removed from the position upon the third recurrence of such substandard performance by issuing the "unacceptable" appraisal. A warning notice is not required on the third occurrence.

XII. Warning Notice of Substandard Performance

The requirements of a "Warning Notice of Substandard Performance" are:

- a. The notice shall be in writing, addressed to the employee, labeled as a "Warning Notice of Substandard Performance," and signed by the employee (witnessed, if employee will not sign).
- b. The notice shall list the job function(s) and/or objective(s) included on the employee's planning document that are considered "unacceptable," with an explanation of the deficiencies for each job function and/or objective.
- c. The notice shall include the time period for improvement and the consequences if no improvement is noted (i.e., termination, demotion, reassignment).
- d. The notice shall include a plan for meetings to discuss employee progress during the warning period.
- e. The notice must be approved by the Governor's Office of Human Resources.

A copy of the notice shall be given to the employee and placed in the employee's official personnel file.

XIII. Weighted System

In order to reduce subjectivity in the evaluation, a numerical value is assigned to each level of performance. Each job function, objective, and performance characteristic is individually rated using the numerical value that corresponds with the appropriate performance level. The rater and the employee may determine a

percentage weight for each individual job function, objective, and performance characteristic which collectively will total 100%. Performance characteristics shall be weighted, and the weighted sum of the performance characteristics section may not exceed 10% of the overall performance rating. The result of the weights applied to the ratings will result in an overall score. The overall score will fall within a range which corresponds to the three performance levels using the chart below. Justification is required for an overall rating of "exceptional performance." For examples of how to apply the weighted system, contact the Governor's Office of Human Resources.

Performance Level	Value	Range for Overall Score
Exceptional Performance	3	2.5 to 3.0
Successful Performance	2	1.5 to 2.49
Unacceptable Performance	1	1.49 and below

XIV. Definitions

Review Date – The employee's review date as established in accordance with the State Human Resources Regulations.

Short-Year EPMS Review – Any performance appraisal that evaluates an employee's performance for a period of less than twelve months. (Exceptions: trial period reviews and warning notice reviews)

Short-Year Planning Stage – Any EPMS planning stage document covering a period of time less than twelve (12) months. (Exception: trial period planning stages)

Revised 11/06

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
GRIEVANCE POLICY AND PROCEDURE**

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I. Policy

It is the policy of the Governor's Office to grant to all covered employees the opportunity to present and seek answers to a grievance or an appeal without fear of discipline, restraint, coercion, or reprisal. This grievance procedure is in compliance with the State Employee Grievance Procedure Act (Act).

Grievable Actions

As provided for in the Act, grievances or appeals shall include terminations, suspensions, involuntary reassignments in excess of thirty (30) miles from the prior work station, and demotions. Reclassifications, reassignments, and transfers within the same state salary range are not considered grievances or appeals. However, reclassifications are considered a grievance only if the agency, or an appeal if the State Human Resources Director, determines that there is a material issue of fact that the action is a punitive reclassification. Promotions are not adverse employment actions which may be considered grievances or appeals except in instances where the agency, or in the case of appeals, the State Human Resources Director, determines that there is a material issue of fact as to whether or not an agency has considered a qualified covered employee for a position for which the employee formally applied or would have applied if the employee had known of the promotional opportunity. However, when the agency promotes an employee one organizational level above the promoted employee's former level, that action is not a grievance or appeal for any other qualified covered employee. Failure to be selected for a promotion is not considered an adverse employment action which can be considered a grievance or an appeal.

A salary decrease, based on performance as the result of an EPMS evaluation, is an adverse employment action that may be considered as grievance or appeal. A reduction in force is also an adverse employment action considered as a grievance only if the agency, or as an appeal if the State Human Resources Director, determines that there is a material issue of fact that the agency inconsistently or improperly applied its reduction in force policy or plan.

II. Procedures

Step One

If the matter was not resolved informally with the covered employee's immediate supervisor, the covered employee must notify the agency's Human Resources Administrator in writing to initiate a formal grievance. The covered employee must initiate the grievance with the Human Resources Office within fourteen (14) calendar days of the effective date of the action. The written request shall contain a brief statement of facts, the action which the employee is grieving, the employee's reason(s) for contesting the action and the relief the employee is seeking.

The Human Resources Administrator, or other designated official, shall initially review the grievance to determine whether the matter involves a grievance as defined by the Act. The Human Resources Administrator, or other designated official, may conduct appropriate investigations and fact findings as he/she may consider necessary to make this determination. If it is determined that the matter is not grievable, the covered employee shall be advised in writing by the Human Resources Administrator, or other designated official, normally within five (5) calendar days of receipt of the grievance. Such determination shall be a final decision within the agency which may be appealed to the State Human Resources Director.

If it is determined that the matter is grievable, the Human Resources Administrator, or other designated official, will contact the covered employee and the appropriate agency representative(s), normally within five (5) calendar days of receipt of the grievance, to inform them the issue can be heard under this grievance procedure and inquire whether or not they desire to participate in voluntary mediation. Both parties must make a written decision to the Human Resources Administrator within two (2) calendar days of this notification. Failure by either party to respond timely to this notification is deemed a refusal to participate in the voluntary mediation. Any initial determination by the Human Resources Administrator, or other designated official, that the matter may be grieved shall only entitle the covered employee to have the matter considered in accordance with this grievance procedure and shall in no way be construed to be an adjudication of the merits of the grievance.

With Mediation

When the covered employee and the agency representative(s) both agree in writing to participate in voluntary mediation, the Human Resources Administrator, or other designated official, will schedule a mediation conference to occur within five (5) calendar days and make the necessary arrangements for acquiring a mediator. The mediator will serve as an impartial third party who will encourage and facilitate a resolution to the dispute without advising what the result should be. The mediation conference(s) will be confidential and limited to the parties and their representatives. Other persons may attend with the permission of the mediator and the other party. The mediator may not be compelled by subpoena or otherwise to divulge any records or discussions or to testify in regard to the mediation conference in any adversary proceeding or judicial forum. If the parties agree to settle the matter, the mediator will assist in drafting a mediation agreement which both parties must sign. The mediator may share terms of the settlement agreement with the agency's designated officials who need to finalize and assist in implementing the agreement. If the matter is not settled within eight (8) calendar days of the initial mediation conference, the mediator will give written notification to the Human Resources

Administrator, or other designated official, and the covered employee, that settlement has not occurred.

Without Mediation

If the matter is grievable and the covered employee or the agency submits a written decision not to participate or fails to respond timely concerning voluntary mediation, the Human Resources Administrator will promptly schedule a conference to occur between the covered employee's Office Director and the covered employee, normally within five (5) calendar days. At the conference with the covered employee's Office Director, the covered employee will have an opportunity to present his position regarding the grievance. The Office Director may conduct appropriate investigations and fact findings to determine whether to accept, reject, or modify the disciplinary action taken against the covered employee. The covered employee will be advised of his Office Director's decision in writing within five (5) calendar days of the conference.

Step Two

To continue the grievance, the covered employee must notify the Deputy Chief of Staff of Operations within five (5) calendar days after receiving the Step One decision or upon receiving notification that settlement through mediation has not occurred. The request must be in writing consisting of a brief statement of facts and the employee's reasons for contesting the decision and the relief sought. The Deputy Chief of Staff of Operations, or his designee, will review the decision of the Office Director and the employee's written statement. The Deputy Chief of Staff of Operations, or his designee, may conduct appropriate investigations and fact findings to determine whether to accept, reject, or modify the disciplinary action taken against the covered employee. The Deputy Chief of Staff of Operations, or his designee, must advise the covered employee of the final decision, in writing, within five (5) calendar days of the grievance continuance request or within the forty-five (45) calendar-day limitation. This decision will be final within the agency.

III. Appeal to the State Human Resources Director

The Act provides for an appeal of a grievance beyond the agency to the State Human Resources Director. Any covered employee may appeal the decision of the Deputy Chief of Staff of Operations. Such appeal must be in writing and submitted to the State Human Resources Director within ten (10) calendar days of receipt of the agency's final decision or 55 (fifty-five) calendar days from the initial date the grievance was filed within the agency, whichever occurs later. As to the 55 (fifty-five) calendar days, the Act provides that a covered employee may appeal directly to the State Human Resources Director in the event the agency does not complete its entire internal grievance procedure within 45 (forty-five) calendar days from the time the grievance is initially filed within the agency. Failure by the agency to issue a final decision within this 45 (forty-five) calendar day period is considered an adverse decision. The failure to issue a final decision allows the employee to proceed with an appeal to the State Human Resources Director after 45 (forty-five) calendar days, but no later than 55 (fifty-five) calendar days from the initial date the grievance was filed within the agency. Failure by the employee to

file an appeal within the time periods referenced in this paragraph shall constitute a waiver of the right to appeal.

Failure by the covered employee to comply with the internal time periods in the agency grievance procedure constitutes a failure to exhaust administrative remedies and waives the covered employee's right to further continue the grievance. The internal time periods of the agency grievance procedure, however, may be waived upon the mutual written agreement of both parties. The 45 calendar day period for action by the agency may not be waived except by mutual written agreement of both parties.

The Act allows the covered employee to appeal to the State Human Resources Director any grievance involving the issues specified in the Act after all administrative remedies to secure relief within the agency have been exhausted.

The Act provides that a covered employee has the right during the grievance and appeal process to a representative, which may include legal counsel. If the covered employee chooses to exercise the right of legal counsel, it shall be at his expense.

IV. Definitions

As used in the policy, unless the context clearly indicates otherwise, the following words or phrases shall mean:

1. "Agency" means the consolidated Divisions of the Governor's Office.
2. "Calendar Days" means the sequential days of a year. The time shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday, or an official agency holiday, it shall be excluded.
3. "Demotion" means the assignment of an employee by the appointing authority from one established position to a different established position having a lower State salary range.
4. "Termination" means the action taken by an agency against an employee to separate the employee involuntarily from employment.
5. "Covered Employee" means a full-time or part-time employee occupying a part or all of an established full-time equivalent (FTE) position who has completed the probationary period and has a "meets" or higher overall rating on the employee's performance evaluation and who has grievance rights. If an employee does not receive an evaluation before the official review date, the employee must be considered to have performed in a satisfactory manner and be a covered employee. This definition does not include employees in positions such as temporary, temporary grant, or time-limited employees who do not have grievance rights, including those employees which are exempt from the grievance policy under Section 817-370 (2) of the South Carolina Code of Laws.
6. "Suspension" means an enforced leave of absence without pay pending investigation of charges against an employee or for disciplinary purposes.

V. Policy and Procedure Distribution

This Grievance Policy and Procedures statement shall be distributed to all employees.

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
HAZARD COMMUNICATION POLICY AND PROCEDURE**

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

I. Policy

The Governor's Office includes some operations that use chemical substances which can be harmful unless precautions are taken. This written Hazard Communication Policy is intended to serve as a guideline for all units in developing an adequate means of informing and protecting employees and complying with regulatory requirements. Its goal is to ensure protection of all employees involved in the handling and use of hazardous chemicals. All Governor's Office employees exposed to hazardous chemicals shall be trained as outlined in this Hazard Communication Policy. It shall be the policy of this Agency to maintain awareness of all hazardous chemicals encountered by its employees and to communicate any associated hazards along with the necessary safety precautions.

Also, all visitors to Governor's Office facilities and job sites shall comply with this program or shall be denied access to these areas.

II. History

On November 25, 1983, the Occupational Safety and Health Administration (OSHA) issued the Hazard Communication Standard, (29 CFR 1910.1200), commonly known as the Employee Right-to-Know Law. This Department of Labor standard originally was aimed towards protecting manufacturing workers from injuries and illnesses due to chemical exposures. It established specific requirements for manufacturing employers to provide information and training to affected employees about the chemicals they may encounter in the work place.

Effective May 23, 1988, the Hazard Communication Standard now applies to an expanded scope of employers, including governmental entities.

III. Requirements

- A. Ensure that each container of hazardous chemicals in the work place is labeled, tagged or marked with the identity of the chemical and appropriate hazard warning.
- B. Maintain copies of Material Safety Data Sheets (MSDS) for each hazardous chemical in the work place, and ensure that the MSDS are readily accessible to employees.
- C. Provide employees with specific information regarding hazardous chemicals in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. Employees must be informed of:
 - 1. The requirements of the Hazard Communication Standard.
 - 2. Any operations in their work area where hazardous chemicals are present.
 - 3. The location and availability of the written hazard communication policy and the MSDS.

- D. Provide employees with training regarding hazardous chemicals in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. The training must include at least:
 - 1. Methods and observations that may be used to detect the presence of a chemical in the work area.
 - 2. The physical and health hazards of the chemicals in the work area.
 - 3. The measures employees can take to protect themselves from those hazards.
 - 4. The details of the employer's hazard communication policy, including an explanation of the MSDS, the labeling system and the methods for employees to obtain and use the appropriate hazard information.
- E. Develop, implement and maintain at the work place a written hazard communication program, which must include at least the following items:
 - 1. A description of how the requirements in Sections A, B, C, and D above will be met.
 - 2. A list of the hazardous chemicals known to be present,
 - 3. A description of the methods that will be used to inform employees of the hazards of non-routine tasks

IV. Exempt Chemicals

- A. Any food, food additive, color additive, drug, or cosmetic, including materials intended for use as ingredients in such products (e.g., flavors and fragrances), as such terms are defined in the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.) and regulation issued under that Act, when they are subject to the labeling requirements of that Act and labeling regulations issued under that Act by the Food and Drug Administration;
- B. Any distilled spirits (beverage alcohols), wine, or malt beverage intended for nonindustrial use, as such terms are defined in the Federal Alcohol Administration Act (27 U.S.C. 2051 et seq.) and Federal Hazardous Substances Act (15 U.S.C. 1261 et seq.) respectively, when subject to a consumer product safety standard or labeling requirement of those Acts, or regulations issued under those Acts by the Consumer Product Safety Commission.
- C. Any hazardous waste as such term is defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.), when subject to regulations issued under that Act by the Environmental Protection Agency;
- D. Tobacco or tobacco products;
- E. Wood or wood products;
- F. Articles which do not release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use; and
- G. Foods, drugs, or cosmetics intended for personal consumption or use by employees while in the work place.

V. Material Safety Data Sheets (MSDS)

A. Obtaining MSDS

Material Safety Data Sheet is required for each hazardous chemical on the work place list. Chemical manufacturers and suppliers are required to provide a MSDS for each chemical provided to a customer. The Supply Warehouse will provide Material Safety Data Sheets for all chemicals which they provide. For other products received directly from manufacturers or distributors, MSDS should be provided by the manufacturer or distributor. Units shall document their efforts to obtain MSDS from suppliers. A copy of a letter requesting each MSDS should be maintained in the MSDS file until each MSDS is supplies.

B. Maintaining MSDS

Material Safety Data Sheets, a copy of the written Hazard Communication Policy, and a list of hazardous chemicals in the Governor's Office will be kept readily accessible to all employees in files in the copier room.

C. Updating MSDS

Incoming Material Safety Data Sheets shall be reviewed by supervisors, or their designee, and copies of updated MSDS shall be forwarded to affected units. If the Material Safety Data Sheet has not been revised, the new MSDS may be discarded. If the MSDS has been revised, the new MSDS must be placed in the file and the old MSDS removed. The date of removal shall be written on the old MSDS and it shall be placed in a file labeled old Material Safety Data Sheets. The old Material Safety Data Sheets must be maintained thirty (30) years past the duration of the exposed employees' employment.

VI. Container Labeling

A. Incoming Containers

Under the standard, chemical manufacturers and suppliers are responsible for labeling containers of hazardous chemicals. It is the responsibility of the supervisor, or the designee, in each unit to ensure that each container arriving at a facility is labeled or marked legibly with the following information:

1. Identity (can be any chemical or common name for the agent as long as the term used is the same shown in the section's list of hazardous chemicals and the Material Safety Data Sheets).
2. Appropriate hazard warnings.
3. Name and address of the chemical manufacturer, supplier, or other responsible party. (Recommendation only).

B. Work place Containers

Hazardous chemicals which are dispensed from the original shipping container must be dispensed into appropriate containers with chemical identity and the hazard warning affixed. Any further dispensing likewise must be into similarly labeled containers ultimately to the point of final use.

Exceptions:

1. *Chemicals to be used exclusively by one employee during one work shift may be transferred to and used from unlabeled containers. However, if the employee leaves the chemical unattended at*

any time (for example: to take a break, answer a telephone call, or go to lunch) then the chemical container must be labeled.

2. Laboratory chemicals dispensed from a properly labeled incoming container needs to be identified by name only when dispensed for use in the laboratory.

C. C. Updating of Labels

If a section is notified of significant hazard characteristic changes on an updated MSDS, the supervisor, or the designee, responsible for container labeling shall see that any outdated hazard warnings on labels are corrected to convey the updated information.

VII. Non-Routine Tasks

- A. Circumstances may require employees to perform tasks that involve potential exposure to hazardous chemicals which are not in the course of the regular job. Prior to these tasks, employees must be notified regarding:
1. The nature of any hazardous chemicals present. Material Safety Data Sheets for those chemicals should be reviewed in detail and all recommendations followed in preparing for the task.
 2. Precautionary measures and protective equipment needed for the task.
 3. Any hazards associated with chemicals present in unlabeled pipes, such as refrigeration ammonia and propane in distribution systems.
- B. When in doubt, contact the immediate supervisor before proceeding with an unfamiliar task which may endanger an employee.

VII. Non-Agency Personnel (Contractors, etc.)

- A. Mutual conveyance of chemical hazard information is necessary between the sections and outside contractors and service personnel.
- B. The Governor's Office must be informed of all hazardous substances to be brought into the work place by contractors and/or service personnel.
- C. Contractors and/or service personnel must be informed of all hazardous substances they may encounter during their activities in the work place.
- D. It is the responsibility of the Section to inform its employees and provide any necessary training to deal with chemical hazards brought into the work place. Likewise, it is a responsibility of the Office to provide contractors and/or service personnel adequate information on chemical hazards within the work place, so that contractors may inform and provide their employees with any training necessary.

In dealing with contractors, the following information shall be exchanged:

1. A list of hazardous chemicals to which they may be exposed while on the job site;
2. Precautions that employees may take to lessen the possibility of exposure;

3. The location of Material Safety Data Sheets (which must be immediately available).

IX. Employee Training

- A. All Governor's Office employees are required to receive initial Hazard Communication training. Employees who are or may be exposed to hazardous chemicals in the work place shall receive additional training on each chemical hazard (not necessarily each chemical). New employees shall be trained as soon as possible after hiring and before they are assigned to work with hazardous chemicals.
- B. Initial Hazard Communication training will be conducted at the employee's new hire orientation and will consist of a brief discussion of this Hazard Communication Policy as they receive a copy of the policy.
- C. Additional training shall be conducted by supervisors on chemical hazards in each work place and when a new hazard, not necessarily a new chemical, is introduced into the work area.
- D. Documented records of training shall be maintained in the employee's personnel file and shall include:
 1. A signed and dated form indicating the employee received copy of the Hazard Communication Policy.
 2. A signed and dated form indicating all additional training.
- E. Follow-up shall be conducted by supervisors to insure that affected employees remain aware of the Hazard Communication Standard and its requirements, that they can show where the Material Safety Data Sheets are located, and that they are generally familiar with the hazardous properties of the chemicals in their work area and the protective measures being implemented.

Revised 7/04

**OFFICE OF EXECUTIVE POLICY AND PROGRAMS
INTERNET AND NETWORK SERVICES ACCEPTABLE USE POLICY**

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

I. Policy Statement

It is the policy of the Office of Executive Policy and Programs (OEPP) to provide computers and services to employees. This policy sets forth OEPP employee responsibility in the use of computer and other electronic devices to access network services, Internet, e-mail, and OEPP data and applications. Computer and other electronic devices include personal computers, cell phones, smart phones, tablets, electronic storage media and devices, printers, copiers, and any other electronic device capable of accessing the Internet, e-mail, the OEPP network, or any data stored electronically with or on OEPP equipment.

Access to networks and devices owned or operated by OEPP imposes certain responsibilities and obligations on OEPP employees (hereinafter termed "users") and is subject to state government policies and local, state and federal laws. Acceptable use always is ethical and reflects honesty. It demonstrates respect for intellectual property, ownership of information, system security mechanisms, and the individual's rights to freedom from intimidation, harassment, and unwarranted annoyance. Users may be subject to limitations on their use of the network and electronic equipment as determined by the appropriate supervising authority.

Where relevant, all OEPP policies - including but not limited to those governing harassment, discrimination, ethics, confidentiality, and security - apply to Internet, computer and other electronic device use, network and data access, and electronic mail use and content.

By participating in the use of networks and systems provided by OEPP, users agree to be subject to and abide by this Policy for their use. Willful violation of the principles and provisions of this policy may result in disciplinary action up to and including termination of employment. Should another user violate this Policy while using your account, both of you may be subject to disciplinary action.

II. Terms of use, privacy, and monitoring

Access to the Internet, e-mail, the network, and computers and other electronic devices provided by OEPP is provided as a tool for OEPP business activities. Your computer, associated software, and attached systems are all property of OEPP. Use of network services provided by OEPP is subject to monitoring for security, network management, or other purposes deemed appropriate

by OEPP management. OEPP has software and systems in place that monitor and record all Internet usage. Its security systems are capable of recording each website visit, each chat, newsgroup or electronic mail message, and each file transfer into and out of our internal networks, and OEPP reserves the right to do so at any time.

No employee should have any expectation of privacy as to his system, Internet, or electronic mail usage. Employees are therefore advised of this potential monitoring, of the fact that there is no expectation that any system, Internet, or electronic mail usage is private, and agree to this practice.

OEPP may suspend access to its network and the Internet at any time for technical reasons, policy violations, and other concerns.

III. Specific Provisions

As referred to below, the OEPP network, Internet, e-mail, personal computers, cell phones, smart phones, tablets, printers, copiers, external electronic storage devices, and other electronic devices, or data stored therein, are collectively referred to as "the network".

OEPP computer networks are for the use of authorized personnel only. Persons not employed by or not specifically authorized by OEPP shall have no access to the network.

Users Shall:

- A. Use the network only for official state business and to access files and data as necessary and authorized by management.
- B. Use only computers and network services for which they are authorized, and which are required in the performance of their job duties.
- C. Assume responsibility for any charges associated with billable services unless appropriate authorization has been obtained.
- D. Be fully responsible for all equipment assigned for their use, and ensure the equipment is not abused, damaged, lost, or stolen while in their custody.

Users shall not:

- A. Allow their network or e-mail USERID or password to be used by another individual, except when required by Information Technology personnel for the purpose of providing assistance to the user.
- B. Use simple passwords, such as proper names of individuals, places, or other easily guessed passwords.

- C. Monopolize systems, overloading networks with excessive data or wasting computer time, connect time, disk space, printer paper, manuals or other resources.
- D. Make or use illegal copies of copyrighted software or other mediums, store such copies on OEPP systems, or transmit them over OEPP or state networks. Users who violate any copyright declarations are acting outside the course and scope of their employment or other authority and the OEPP is relieved of any legal responsibility thereof. Users will be personally responsible and liable for such infringing activities.
- E. Use the networks for illegal, unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission of violent, threatening, defrauding, obscene or otherwise illegal or unlawful materials. The display of any kind of sexually explicit image or document on any computer system is a violation of the OEPP sexual harassment policy. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using OEPP networks or computing resources.

If an employee finds himself connected incidentally to a site that contains sexually offensive material, he must disconnect from the site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program. The employee should inform their supervisor and Information Technology staff of this occurrence at the earliest opportunity.

- F. Use mail or messaging services to harass, intimidate or otherwise annoy another person.
- G. Use the networks for private, recreational, non-public purposes including the conduct of personal commercial transactions. The following specific activities are expressly prohibited: online gambling, stocks, bonds, and security trading and online auction participation. These examples are not meant to constitute an exhaustive list.
- H. Use the networks for commercial or partisan political purposes.
- I. Use the network or other state equipment for personal gain such as selling access to a USERID or by performing work for profit with state resources in a manner not authorized by OEPP.
- J. Use the network to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer "worms" and viruses, and sustained high volume network traffic, which substantially hinders others in their use of the network.
- K. Attempt to circumvent or subvert system or network security measures.
- L. Intercept network traffic for any purpose unless engaged in authorized network administrative duties.
- M. Install unauthorized software. All software installed on OEPP computing equipment must be required to carry out the business of the OEPP, and be authorized by the Director of Information Technology. Personally owned software will not be installed on OEPP

computers or networks, and users will not download and install software that has not been approved.

IV. Protection of Data

- A. Each user is responsible for protection of data in their custody.
- B. Each person shall employ a keyboard lock on their PC which requires a password to unlock. The keyboard shall employ this lock when the user is away from the PC.
- C. Information Technology shall employ the "minimum necessary" standard when creating user accounts and granting access rights to network data. Each director shall inform Information Technology as to the level of access required by the personnel in their division.
- D. Applicable state and federal requirements for the protection of data will be adhered to.
- E. Electronic data must be appropriately protected when transmitted or transported by the individual.
- F. Appropriate data encryption techniques must be used when required by state or federal statute.

V. Social media

In so far as social media, including Facebook, Twitter, and similar services accessed through the internet and phone systems can serve legitimate business functions for OEPP, access to such services are allowed for business purposes. It is a supervisory responsibility to ensure that social media services are accessed in accordance with OEPP policy for use of networks, computer equipment, and other electronic devices.

VI. Personal Use

OEPP computer systems and networks are to be used only for conducting official state business. Personal use of state provided network services and computers is not allowed. This includes personal use of any network services (DSIT email, OEPP network servers, electronic storage, and internet access for any reason) as well as personal use of any state owned computer, printer, fax device, copier, or any other electronic data processing, storage, or communications devices made available to you by the state, other than land line/conventional telephones.

To make this clearer, "personal use" means that you are doing something for yourself, not for your assigned work related tasks or job functions.

These systems are not available or accessible for public speech or any first amendment expressive activity or for use by the public; further, the systems are expressly declared not to be a public forum.

OFFICE OF EXECUTIVE POLICY AND PROGRAMS
INTERNET AND NETWORK SERVICES ACCEPTABLE USE POLICY

I _____, have read the Office of

(Print Name)

Executive Policy and Programs Internet and Network Services Acceptable Use Policy revised—revised 2
October 2013. I have had an opportunity to ask questions about the policy. I understand my responsibilities
and obligations as a user of the Governor's Office computer systems and networks. I understand if I violate
the rules explained herein, I may face legal or disciplinary action according to applicable laws or agency
policy.

Employee signature

Date:

Supervisor signature

Date:



Benefits Offered Through the Employee Insurance Program

Comprehensive Programs for You and Your Family

The Employee Insurance Program (EIP) seeks to provide the best insurance benefits for the state's public sector employees at the lowest possible cost. EIP offers eligible employees, retirees and their families insurance that is competitive with programs in other states and those in the private sector.

These benefits and plans are described in the *Insurance Benefits Guide (IBG)* and on EIP's website, www.eip.sc.gov. To learn more, you may also call EIP at 803-734-2516 (Greater Columbia area) or 888-260-9430 (toll-free) or the third-party claims processors listed on the inside cover of the IBG.

Health Insurance

Among these choices, you can find the right health plan for you and your family.

The **State Health Plan** includes:

- The **Standard Plan**, a preferred provider organization that offers comprehensive health care. Your costs will be lower when you use a network provider, but you can receive care outside the network.
- The **Savings Plan**, a high-deductible health plan, is designed for subscribers who are willing to take greater financial responsibility for their health. It has higher deductibles than the Standard Plan, but lower premiums. With this health plan, you may also contribute to a Health Savings Account (HSA) to save for qualified medical expenses.
- The **Medicare Supplemental Plan** for retirees pays a portion of your healthcare costs that Medicare does not pay, such as deductibles and coinsurance. Generally, benefits that are not covered by Medicare will not be covered by the plan. This plan includes prescription drug coverage.

Health Maintenance Organizations (HMOs) provide benefits only within the HMO's provider network, except in an emergency. Your care is directed

by a primary care physician, who may refer you to other network providers.

- **BlueChoice HealthPlan HMO** is offered statewide. It has an annual deductible that applies to some services. Most services require only a copayment.
- **CIGNA HMO** is offered in all counties except Aiken, Abbeville, Barnwell, Edgefield, Greenwood, Laurens, McCormick and Saluda. It has no pre-existing condition exclusion and no deductible.

Prescription Drugs

Each plan includes prescription drug benefits if you use a pharmacy within the plan's network or the plan's mail-order pharmacy. For most drugs you pay a copayment. Copayments are lower for generic and preferred-brand drugs. Under the Savings Plan, you pay the full allowed amount for prescription drugs, and it is applied to your deductible.

Health and Wellness

Each plan offers preventive benefits to help you and your family lead healthier lives. Among them are well child care, mammograms and tobacco cessation programs. These benefits vary. Check the IBG for details.

For more information, see the *Insurance Benefits Guide*.

Prevention Partners

Part of EIP, Prevention Partners helps subscribers and their families lead healthier lives by offering activities, services and programs. A major initiative is the *Preventive Workplace Screening*, which costs only \$15. It provides subscribers and spouses enrolled in an eligible health plan with a clinical blood work screening and a personal health-risk appraisal.

Dental Insurance

To help with dental expenses, EIP offers the **State Dental Plan** to subscribers at no charge. A subscriber can cover family members for a monthly premium. The plan helps with preventive, basic and prosthetic services. Orthodontia benefits are available for children under age 19.

Dental Plus provides a higher level of coverage at affordable rates for the same services covered under the State Dental Plan, except orthodontia.

State Vision Plan

The State Vision Plan provides benefits toward a comprehensive vision exam every year, eyeglass lenses or contact lenses every year and frames every two years.

Vision Care Discount Program

As part of this free program, participating providers offer a routine eye exam for \$60 and a 20-percent discount on all eyewear except disposable contact lenses. Discounts can change yearly.

Life Insurance

This term life insurance program includes Basic Life insurance, which is offered at no charge to employees; Optional Life insurance for employees; and Dependent Life coverage for spouses and children.

Long Term Disability (LTD) Insurance

Long Term Disability insurance protects a portion of an employee's income if he becomes disabled. Basic LTD is provided to employees at no charge. The premium for Supplemental LTD is paid by the employee.

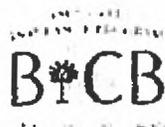
Long Term Care (LTC) Insurance

Long term care helps an individual who requires assistance with daily activities, such as toileting, bathing, eating and/or dressing, or who needs supervision due to loss of intellectual abilities. LTC insurance helps pay for care at home or in an adult day care center, an assisted living facility, a nursing home or a hospice.

Pre-Tax Benefits Plans

MoneyPlu\$ is an IRS-approved, tax-favored accounts program that stretches your medical and dependent care dollars. It enables you to pay premiums for health, vision, dental and Optional Life (for coverage up to \$50,000) before taxes are deducted from your paycheck. MoneyPlu\$ also offers **Medical Spending Accounts (MSAs)**, a **Dependent Care Spending Account (DCSA)** and a **Health Savings Account (HSA)**.

- **For employees enrolled in the Savings Plan:** An HSA is a tax-free account that can be used to pay qualified healthcare expenses. Unlike money in an MSA, funds do not have to be spent in the plan year in which they are deposited. An HSA is owned by the employee. If you leave your job, you can take the account with you. Subscribers are also eligible for a limited-use MSA, which can be used to pay dental and vision care expenses that are not covered by the Savings Plan.



South Carolina Budget and Control Board
Employee Insurance Program
803-734-0678 (Greater Columbia area)
888-260-9430 (toll-free outside the Columbia area)

**THIS OVERVIEW IS NOT MEANT TO SERVE AS A
COMPREHENSIVE DESCRIPTION OF THE BENEFITS
OFFERED BY THE EMPLOYEE INSURANCE PROGRAM.**

You must also complete a Tobacco Certification form within 31 days of enrolling in health coverage and whenever the status of tobacco use changes for you or a dependent covered under your health insurance.

ACTIVE EMPLOYEE NOTICE OF ELECTION (NOE)
SOUTH CAROLINA PUBLIC EMPLOYEE BENEFIT AUTHORITY
INSURANCE BENEFITS

A
 See Instructions - I Comprehend
 By Hand Use Black Ink

ACTION	Select One: <input type="checkbox"/> New Hire <input type="checkbox"/> Transfer <input type="checkbox"/> Change		Type of Change <input type="checkbox"/> Enrollment Other (specify) _____ Date of Change Event: _____		BA Use Only Effective Date: _____ <input type="checkbox"/> Permanent P/T EE (20 hrs.) Group ID #: _____ Group Name: _____		MoneyPlus Pratax Premiums <input type="checkbox"/> Refuse <input type="checkbox"/> Yes		
	ENROLLEE INFO 1. Social Security Number (SSN) _____ 2. Last Name _____ 3. Suffix _____ 4. First Name _____ 5. M.I. _____ 6. Date of Birth MM/DD/YYYY _____		7. Sex <input type="checkbox"/> M <input type="checkbox"/> F 8. Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated		9. Home Phone # () _____ 10. Work Phone # () _____ 11. E-mail Address _____		12. Mailing Address _____ 13. Apt. _____ 14. City _____ 15. State _____ 16. Zip Code _____ 17. County Code _____ 18. Annual Salary _____ 19. Date of Hire MM/DD/YYYY _____		
MEDICARE & OTHER COVERAGE	20. List yourself and any other persons to be covered who are eligible for Part A and/or Part B of Medicare.								
	Name		Medicare #		Eligible Due To		Effective Date		
					<input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Renal Disease <input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Renal Disease		Part A MM/DD/YYYY _____ Part B MM/DD/YYYY _____		
21. Do you or any of your dependent(s) have other health coverage? <input type="checkbox"/> YES <input type="checkbox"/> NO Does this coverage include prescription drug benefits? <input type="checkbox"/> YES <input type="checkbox"/> NO									
Dependent Name		Insurance Company		Policy Holder Date of Birth		Effective Date of Policy		Termination Date (if Applicable)	
COVERAGE	22. HEALTH PLAN (Refuse or select one plan and one level of coverage) PLAN <input type="checkbox"/> Refuse <input type="checkbox"/> BlueChoice HMO COVERAGE LEVEL <input type="checkbox"/> Standard <input type="checkbox"/> Savings <input type="checkbox"/> TRICARE Supplement <input type="checkbox"/> Employee <input type="checkbox"/> Employee/Child(ren) <small>Basic Life and Basic Long Term Disability reduced automatically with Standard, Savings and BlueChoice HMO</small> <input type="checkbox"/> Employee/Spouse <input type="checkbox"/> Family				23. STATE DENTAL PLAN (Select One) <input type="checkbox"/> Employee/Spouse <input type="checkbox"/> Employee/Child(ren) <input type="checkbox"/> Employee <input type="checkbox"/> Family		24. DENTAL PLUS (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> Yes		
	25. DEPENDENT LIFE - Child(ren) (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> \$15,000		26. DEPENDENT LIFE - Spouse (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> Coverage Level \$ _____ <small>(Must be in increments of \$10,000)</small>		27. OPTIONAL LIFE (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> Coverage Level \$ _____ <small>(Must be in increments of \$10,000)</small>		28. SUPPLEMENTAL LTD (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> Plan One - 90-day benefit waiting period <input type="checkbox"/> Plan Two - 180-day benefit waiting period		29. VISION CARE (Select One) <input type="checkbox"/> Refuse <input type="checkbox"/> Employee/Spouse <input type="checkbox"/> Employee <input type="checkbox"/> Employee/Child(ren) <input type="checkbox"/> Family
	In blocks 30 and 31, if there are additional beneficiaries or dependents, list on separate sheet, signed and dated by employee.								
BENEFICIARIES	30. Basic Life/Optional Life (Select one or both)	SSN#	Last Name	First Name	Relationship	Date of Birth MM/DD/YYYY	Primary or Contingent?		
	<input type="checkbox"/> Basic Life <input type="checkbox"/> Optional Life						<input type="checkbox"/> Primary <input type="checkbox"/> Contingent		
	<input type="checkbox"/> Basic Life <input type="checkbox"/> Optional Life							<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	
If beneficiary is an estate or trust, complete the following: Estate/Trust _____ Address _____ If Trust, Date Signed _____									
DEPENDENTS	31. Always list spouse. List eligible children to be covered. If they are not listed, they will not be covered. For a child age 19-24 to be eligible for Dependent Life-Child coverage, your child must be eligible according to the requirements on the reverse of this NOE.								
	Add (A) or Delete (D)	Dependent SSN#	Last Name	First Name	Sex M/F	Relationship	Date of Birth MM/DD/YYYY	Indicate Special Status	
		Spouse						Does PEBA Insurance Benefits already cover your spouse? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Child						<input type="checkbox"/> Full-time Student <input type="checkbox"/> Incapacitated	
		Child						<input type="checkbox"/> Full-time Student <input type="checkbox"/> Incapacitated	
	Child						<input type="checkbox"/> Full-time Student <input type="checkbox"/> Incapacitated		
CERTIFICATION & AUTHORIZATION	32. CERTIFICATION: I have read this NOE and made authorizations herein and selected the coverage noted. I have provided Social Security numbers and documentation establishing my dependent(s)' eligibility for the plan(s) selected. I certify that any child enrolled in Dependent Life/Child insurance is eligible according to the requirements on the reverse of this NOE. I also understand that proof of eligibility (at the time of enrollment and at the time of the claim) will be required before any Dependent Life/Child insurance claim is paid. I understand that unless otherwise provided in the Plan, I may cancel coverage for me or my dependent(s) only during an open enrollment period (every two years). Should I refuse any coverage or fail to enroll all eligible dependents when first eligible, I and/or all eligible dependents may only enroll during an open enrollment period (every two years) unless otherwise provided by the Plan. I understand and agree that all selected plans will not be effective unless and until the NOE is approved. I understand that the State reserves the right to alter benefits or premiums at any time to preserve the financial stability of the Plan. I further acknowledge that the eligibility status of any covered individual is subject to audit at any time.								
	AUTHORIZATION: I hereby authorize my employer to deduct from my salary premiums necessary to pay for all plans selected and verify my salary for enrollment. I authorize any healthcare provider, prescription drug dispenser and claims administrator to release any information necessary to evaluate, administer and process claims for any benefits.								
	DISCLAIMER: THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.								
Employee Signature _____				Date _____					
33 I hereby attest the employee meets eligibility requirements, proper premiums are being collected, this form is complete and accurate and all required documentation is attached to process NOE form.									
Benefits Administrator Signature _____				Date _____					

SOUTH CAROLINA PUBLIC EMPLOYEE BENEFIT AUTHORITY
Insurance Benefits
Certification Regarding Tobacco Use

SUBSCRIBER NAME:	SUBSCRIBER BIN OR SSN	EMPLOYER GROUP NUMBER:
NON-TOBACCO-USER PREMIUM	<input type="checkbox"/> I certify that I am eligible for the Non-Tobacco-User Premium by <u>checking this box</u> and returning this form to PEBA Insurance Benefits. By checking this box, I certify the truth and understanding of the following: <ul style="list-style-type: none"> ❖ I certify that all persons covered by my health insurance through PEBA Insurance Benefits (including myself and any dependents) are not currently using, and have not used, any tobacco products in any form (cigarettes, cigars, pipe, oral tobacco products, etc.) within the last 6 months. ❖ I certify that if this information changes at any time in the future, while I have health insurance coverage through PEBA Insurance Benefits, I will notify PEBA Insurance Benefits of such change within 30 days through completion and re-submission of this form. ❖ I certify that this information is true and correct to the best of my knowledge. ❖ I understand that if it is determined that I (or any of my covered dependents) have used tobacco products within the last 6 months or if I (or any of my covered dependents) start using tobacco products after the date of this certification without notifying PEBA Insurance Benefits, I will be subject to penalties including, but not limited to, payment of the premium difference since last certification, plus a 10% penalty and elimination of the tobacco user's out-of-pocket maximum for the current year and following year. ❖ I understand that this change in premiums will be prospective (apply only to premiums I pay in the future). I will not be refunded any part of the Tobacco-User Premium I have already paid. 	
TOBACCO-USER PREMIUM	<input type="checkbox"/> I acknowledge that I will pay the Tobacco-User Premium by <u>checking this box</u> . I declare that one or more persons covered by my health insurance through PEBA Insurance Benefits uses tobacco products in some form or that I choose not to disclose my status as it relates to tobacco use. I understand that by checking this box I will pay the Tobacco-User Premium.	

SUBSCRIBER SIGNATURE

DATE

BENEFITS ADMINISTRATOR SIGNATURE

DATE

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12/12 If you have any questions, please call Customer Service at 803-734-0678 or toll-free at 888-260-9430.

Return this completed form to PEBA Insurance Benefits, PO Box 11661, Columbia, SC 29211.

Form 1100
Revised 1/14/2013
Page 1

RETIREMENT PLAN ENROLLMENT
S.C. Public Employee Benefit Authority
Retirement Benefits
Attention: Enrollment
Box 11960, Columbia, SC 29211-1960

ACTION REQUESTED (Check One):

- NEW ENROLLEE (First-time membership)
 OPEN ENROLLMENT (Irrevocable election from State ORP)
 CHANGE OF EMPLOYER (Transfer)/DUAL EMPLOYMENT
 CHANGE OF INFORMATION
 Name (Prior Name): _____
(ATTACH LEGAL DOCUMENT INDICATING NAME CHANGE)
 Address
 SSN (Old Number): _____
 Date of Birth

Print or type in black ink and sign in blue ink.
Please read the instructions on Page 2 before completing this form.

SECTION I: EMPLOYEE INFORMATION (TO BE COMPLETED BY THE EMPLOYEE)

1. Last Name & Suffix		2. First/ Middle Name		3. Social Security Number <small>(attach copy of Social Security card only if changing SSN)</small>		
4. Address			5. City		6. State	7. ZIP+4
8. Sex <small>M=Male F=Female</small>	9. Date of Birth	10. Telephone Number	11. Have you ever been a member of the PEBA's retirement systems? <input type="checkbox"/> No <input type="checkbox"/> Yes		12. If item 11 is "Yes", indicate the name(s) of your former employer. Did you withdraw your contributions? <input type="checkbox"/> No <input type="checkbox"/> Yes	
13. Do you currently have a pending refund request? <input type="checkbox"/> No <input type="checkbox"/> Yes			14. Are you now receiving or have you applied to receive a monthly benefit from any of PEBA's retirement systems? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Application in Process			

15. Retirement Plan Election (CHOOSE ONE) <input type="checkbox"/> SCRS <input type="checkbox"/> PORS (See Instructions) <input type="checkbox"/> State ORP (If State ORP, please complete item 16) <input type="checkbox"/> JSRS - Judge (001.00) <input type="checkbox"/> JSRS - Solicitor (002.00) <input type="checkbox"/> JSRS - Circuit Public Defender (003.00)			16. Select State ORP Vendor <input type="checkbox"/> MassMutual <input type="checkbox"/> MetLife <input type="checkbox"/> TIAA-CREF <input type="checkbox"/> VALIC		
--	--	--	--	--	--

17. An employee hired by an eligible employer (school district, higher education, technical college, state department, agency, bureau, commission, and institution) covered under the South Carolina Retirement System (SCRS), or individuals first elected to the S.C. General Assembly in and after November 2012, may elect to participate in either the traditional defined benefit plan, SCRS, or the optional defined contribution plan, State Optional Retirement Program (State ORP). The election to participate in State ORP must be made within 30 calendar days after entry into service (date of hire).

If I do not make an election within the required time, I will be considered to have elected membership in SCRS. Participants in the State ORP assume all investment risk. The election to participate in State ORP is irrevocable, except a State ORP participant may make a one-time irrevocable election to join SCRS during any open enrollment period after the first annual anniversary, but before the fifth annual anniversary of the initial enrollment in State ORP.

I understand that, unless a designated beneficiary is on file, my estate will be designated as my beneficiary until PEBA receives from me a properly executed beneficiary form.

My signature below indicates that my employer has explained the retirement plan options available to me and has provided me with access to information necessary to make an informed choice. My signature on this document confirms my retirement plan election as indicated in block 15 above.

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS AND DOES NOT CREATE A CONTRACT BETWEEN THE MEMBER AND THE PUBLIC EMPLOYEE BENEFIT AUTHORITY. THE PUBLIC EMPLOYEE BENEFIT AUTHORITY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT.

Employee's Signature _____ Date _____ Witness _____
(Required only when signed by mark)

SECTION II: EMPLOYER INFORMATION (TO BE COMPLETED BY THE EMPLOYER)

18. Employer Code	19. Employer Name	20. Please indicate if you are the employee's primary or secondary employer. (Annual member statements are sent to primary employers for distribution to members.) <input type="checkbox"/> Primary Employer <input type="checkbox"/> Secondary Employer			
21. Original Date of Hire with Employer listed in Items 18-19	22. Date of Membership	23. Employee's Position Title	24. Employee's Annual Salary		

25. I hereby certify that the employee listed in Section I of this form is eligible for the retirement plan selected.

Employer Signature _____ Date _____ Work Telephone Number _____

For more information, please contact Customer Services at 803-737-6800, 800-868-9002 (within S C only), or www.retirement.sc.gov

**STATE ORP ACTIVE INCIDENTAL DEATH BENEFIT
BENEFICIARY DESIGNATION**

Print or type in black ink

South Carolina Retirement Systems
SC Public Employee Benefit Authority
Attention: Enrollment
P.O. Box 11960, Columbia SC 29211-1960

CHECK ONE:
 State ORP New Enrollee
 State ORP Active Incidental Death
Benefit Beneficiary Change

Please read the instructions on Page 2
before completing this form.

Section I PERSONAL INFORMATION

1. Last Name & Suffix		2. First/Middle Name		3. Social Security Number	
4. Date of Birth	5. Address				
6. City			7. State	8. ZIP+4	

Section II BENEFICIARY(IES) FOR ACTIVE INCIDENTAL DEATH BENEFIT
I designate the following beneficiary(ies) to receive the State ORP Group Life Insurance:

1. Name of Beneficiary (ONE PERSON)	Social Security #	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Relationship
2. Name of Beneficiary (ONE PERSON)	Social Security #	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Relationship
3. Name of Beneficiary (ONE PERSON)	Social Security #	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Relationship
4. Name of Trustee(s)	Trust ID, if applicable	Address of Trustee(s)		
Name of Trust Beneficiary (ONE PERSON)	Social Security #	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Relationship
Name of Trust Beneficiary (ONE PERSON)	Social Security #	Sex <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth	Relationship

Section III CERTIFICATION AND CONDITIONS

IMPORTANT:
Please read the Certification and Conditions section of the instructions on Page 2 before signing this form. I hereby certify I have read and understand the information on Page 2, including the certification and conditions, and I agree to the provisions stated.

MEMBER'S SIGNATURE _____ WITNESS _____
(Do not print) (Required only when signed by mark)

STATE OF _____ COUNTY OF _____

ACKNOWLEDGED BEFORE ME THIS DATE _____ NOTARY NAME _____

MY COMMISSION EXPIRES _____ NOTARY SIGNATURE _____
(Out of state, requires Seal)

PAGE ____ OF ____

Please contact Customer Services with any questions at (803)737-6800, (800) 868-9002 (within SC only), or www.retirement.sc.gov.
THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS AND DOES NOT CREATE A CONTRACT BETWEEN THE MEMBER AND THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE SOUTH CAROLINA RETIREMENT SYSTEMS RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT.

South Carolina
PUBLIC EMPLOYEE BENEFIT AUTHORITY

PEBA

***Important Information for
New Employees Hired after June 30, 2012,
and Individuals Elected to the South Carolina
General Assembly in or after November 2012***

Select Your Retirement Plan



January 2, 2013, Edition

Introduction

THIS DOCUMENT CONTAINS AN ABBREVIATED DESCRIPTION OF THE RETIREMENT BENEFITS OFFERED BY THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE INFORMATION IN THIS DOCUMENT IS MEANT TO SERVE AS A GUIDE FOR OUR MEMBERS AND DOES NOT CONSTITUTE A BINDING REPRESENTATION OF THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE SOUTH CAROLINA LABOR CODE LAWS CONTAINS AN EXTENSIVE DESCRIPTION OF THE RETIREMENT BENEFITS. THE TERMS AND CONDITIONS AS GOVERNS ALL RETIREMENT BENEFITS OFFERED BY THE STATE. STATE STATUTES ARE SUBJECT TO CHANGE BY THE GENERAL ASSEMBLY. PLEASE CONTACT THE RETIREMENT SYSTEMS FOR THE MOST CURRENT INFORMATION.

THE PLAN LISTS IN THIS DOCUMENT DO NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS AND DO NOT CONSTITUTE A CONTRACT BETWEEN THE MEMBER AND THE SOUTH CAROLINA RETIREMENT SYSTEMS. THE SOUTH CAROLINA RETIREMENT SYSTEMS RESERVE THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT.

What's Inside

The Retirement Plans	1
Enroll in Your Chosen Plan	2
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Selecting the Right Plan to Fit Your Needs	4
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Welcome

As a new employee or member of the South Carolina General Assembly, you have a number of decisions to make and what seems like countless forms to complete. Choosing which of the two available retirement plans to join is one of these decisions.

To assist you in making this decision and to help enable you to make an informed choice, this guide provides information about the two plans from which you may choose. This guide includes a comparison of the two plans as well.

This document was published by the South Carolina Public Employee Benefit Authority (PEBA). PEBA is located at 202 Arbor Lake Drive, Columbia, SC 29223. Our mailing address is P.O. Box 11960, Columbia, SC 29211-1960. You may contact us at 803-737-6800, toll free or 800-868-9002 (within S.C. only), or at <http://www.retirement.sc.gov/contact/email.htm>. Or, you may try out our Live Chat option by clicking on the "Customer Service Chat Now" button in the header of our homepage (www.retirement.sc.gov).

Eligibility

All newly hired state, public school, and public higher education employees, and individuals elected to the South Carolina General Assembly in November 2012 and after, are eligible to choose between the two available plans. This includes all permanent full-time employees, temporary and part-time em-

ployees, and political appointees. You must select one of the two available retirement plans unless your position is exempted by state law. Your employer can tell you whether your position is exempt from mandatory participation/membership.

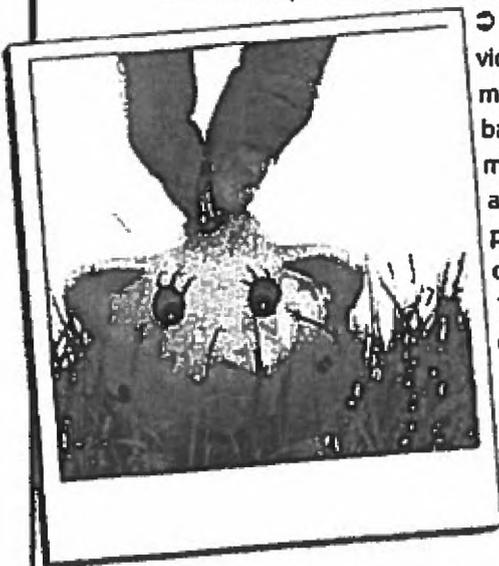
The Retirement Plans

South Carolina Retirement System

The South Carolina Retirement System (SCRS) is a *defined benefit plan*. In a defined benefit plan, the plan bears the investment risk and provides a monthly annuity based on a statutory formula rather than basing your benefit on your account balance.

A Quick Look at SCRS

- If you select SCRS, your employee contributions will be placed in an SCRS account in your name that earns 4 percent interest annually.
- SCRS provides members a monthly annuity based on a formula that includes average final compensation, years of service, and a 1.82 percent benefit multiplier.
- You must have a minimum of eight years of earned service to be eligible to receive a retirement annuity. Once you retire, your annuity will be paid to you monthly.
- If you terminate covered employment and receive a refund of your contributions, your employer's contributions will not be refunded to you.



State Optional Retirement Program

The State Optional Retirement Program (State ORP) is a *defined contribution plan*. In a defined contribution plan, you choose how to invest your funds within the plan's investment options and then you bear the risk, or enjoy the benefit, based on the performance of your individual investments. Your retirement benefit is based on the balance in your account when you retire.

A Quick Look at State ORP

- If you select State ORP, an account is established in your name through the investment provider you select. Your employee contributions and a portion of your employer's contributions accumulate in your account and are invested in the investment products you select from the products offered through your investment provider.
- Your retirement benefit will be based on the balance in your account when you retire.
- Once you retire, you may choose from a variety of payment options, including single-sum withdrawals, systematic withdrawals, or a guaranteed monthly annuity limited to your account balance at the time payments begin.
- State ORP also provides portability of the money in your account, which includes your contributions, your portion of your employer's contributions, and your investment earnings.

Things to Think About

Please keep the following in mind when choosing your retirement plan:

- Your willingness to assume investment risk and reward;
- The period of time remaining before your retirement;
- The importance to you of retirement plan portability;
- Your age and the years of service you think you will have as an employee with your organization or the state;
- Your preference of having your retirement income determined by the performance of the investment products you select or receiving a retirement benefit based on your average final compensation, years of service, and a 1.82 percent benefit multiplier;
- The importance to you of survivor benefits;
- The importance to you of disability protection; and
- The flexibility of each plan to best suit your personal situation during your working years and after retirement.

Watch "Choice" Video

Watch the "It's Your Choice: SCRS Plan or State ORP" video on the South Carolina Public Employee Benefit Authority's (PEBA's) website at <http://www.retirement.sc.gov/video/videos/yourchoice/yourchoice.htm>.

Use Online Benefit Comparison Program

Use our online program to estimate and compare the benefits under State ORP and SCRS by going to PEBA's website at <http://www.retirement.sc.gov/orp-calc/input.asp>.

The estimates the program provides are intended to help you choose the plan that is right for you; they are not a prediction of actual results. Your actual benefits will vary.

Enroll in Your Chosen Plan

You have 30 days from your date of hire to make your decision.

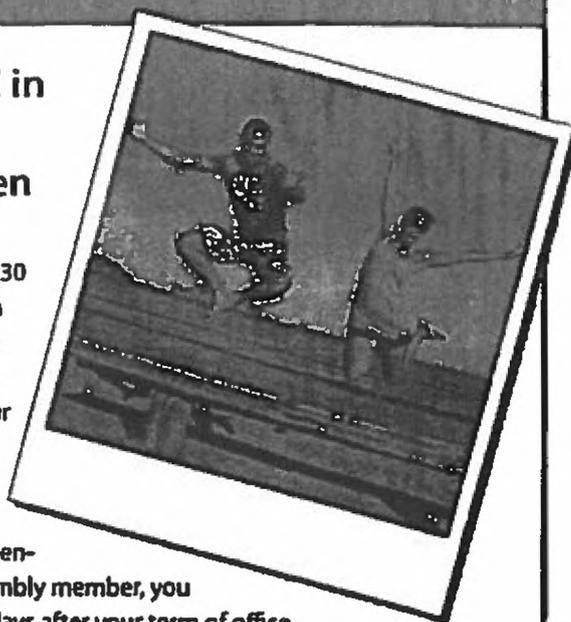
If you are a newly elected General Assembly member, you have 30 days after your term of office begins to make your decision. Terms of office begin on the Monday following the election.

If you do not make a selection within that time period, you will automatically become a member of SCRS by default. You must complete an enrollment form regardless of the plan you select. Your employer can guide you through the enrollment process.

To Elect Non-Membership

You must enroll in either SCRS or State ORP unless your position is exempted from mandatory membership by state law. Your employer can tell you if your position qualifies for non-membership. Individuals elected to the General Assembly in November 2012 and after may elect non-membership.

If you are receiving a monthly annuity as a retired member of SCRS and you return to covered employment, you must make contributions as a working retired member. You are not eligible to elect non-membership if you already have funds on account in one of the retirement systems administered by PEBA. If you are eligible to and choose to elect non-membership, you must complete and sign an *Election of Non-Membership* (Form 1104). Your employer can guide you through the process of electing non-membership. Your decision to elect non-membership is irrevocable.



Open Enrollment Period

There is an open enrollment period (January 1 to March 1) during which a State ORP participant may:

- Change Investment providers;
- Irrevocably switch to SCRS if the participant has between one and five years of State ORP service.

If, as a State ORP participant, you do not make the election within the allotted time, you will, by default, continue your State ORP participation and forfeit your opportunity to elect SCRS membership.

If you join SCRS during the allotted time, you may purchase all or a portion of your State ORP service at any time after joining SCRS by making an actuarially neutral payment to PEBA. The cost calculation is based in part on your current age and service credit, as well as your career highest fiscal year earnable compensation at the time PEBA receives your service purchase request. The cost, which is determined by PEBA's independent actuary, will not be less than 16 percent of your career highest fiscal year earnable compensation for each year purchased.

One of your payment options is to roll over the funds from your State ORP account into SCRS.

State ORP service that is established in SCRS is considered earned service for the determination of the SCRS minimum service requirement for benefit eligibility.

Earnable compensation associated with State ORP service purchased in SCRS will also be considered for possible inclusion in the calculation of a member's average final compensation (AFC) and any subsequent service purchase calculations.

State ORP Investment Providers

The Hartford*

Marc Reichg
Senior Regional Manager
Client Care Group
P.O. Box 1583
Hartford, CT 06144
888-89SCORP 888-897-2677 (Office)
860-843-3280 (Fax)
800-528-9009 (Service Center)
sc.orp@thehartford.com
<http://retire.hartfordlife.com>
*Acquired by Mass Mutual on January 1, 2013.

MetLife Resources

Ted Franks
Regional Managing Director
1200 Abernathy Road
Bldg. 600, Suite 1400
Atlanta, GA 30328
770-390-5680 (Office)
770-390-5678 (Fax)
<http://www.metlife.com/scorp>

TIAA-CREF

Carl H. Goodwin
Managing Consultant
Six Concourse Parkway, Suite 2600
Atlanta, GA 30328
800-842-2003 ext. 263524 (Toll free)
770-512-3524 (Office)
404-915-5709 (Cell)
770-399-5469 (Fax)
cgoodwin@tiaa-cref.org
<http://www.tiaa-cref.org/scorp>

VALIC

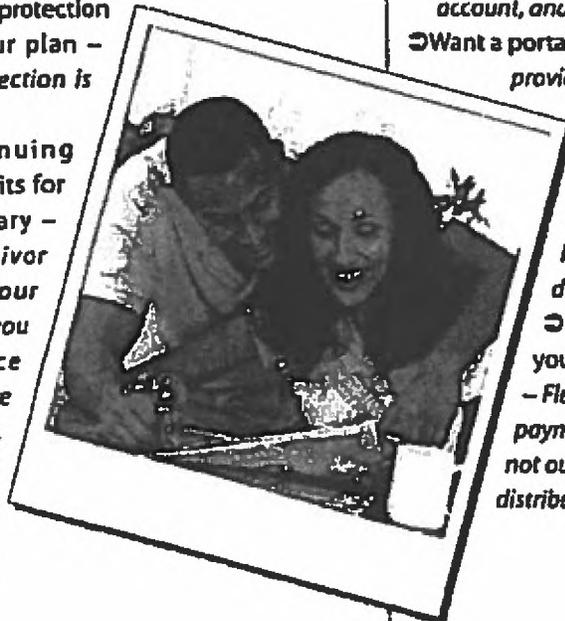
Mandy Yelton
S.C. District Administrative Assistant
3710 Landmark Dr., Suite 104
Columbia, SC 29204
803-743-2020 (Office)
803-782-9061 (Fax)
800-647-4416
888-568-2542 VALIC by Phone
mandy.yelton@valic.com
<http://www.valic.com/scstateorp>

Selecting the Right Plan to Fit Your Needs

SCRS Defined Benefit Plan

Consider SCRS if you:

- Want a monthly benefit that is not affected by fluctuations in the financial markets – *The plan bears the investment risk.*
- Plan to stay with a covered employer for many years – *If you have many years of service, the defined benefit formula may provide a larger benefit. Your benefit increases with each year you work and contribute as an active member.*
- Prefer that someone else makes investment decisions – *The South Carolina Retirement System Investment Commission contracts with and monitors professional investment managers.*
- Need disability protection as part of your plan – *Disability protection is included.*
- Need continuing survivor benefits for your beneficiary – *Monthly survivor benefit for your beneficiary if you die in service with 15 or more years of service, or at age 60 with at least eight years of earned service.*



State ORP Defined Contribution Plan

Consider State ORP if you:

- Are interested in selecting how to invest your money and monitoring the growth of your account – *You choose and direct your investments in professionally managed mutual funds and other investment products. You have an opportunity for increased retirement income based on your investment decisions.*
- Do not plan to stay with a covered employer for many years or until retirement – *If you terminate employment and request a refund, you will receive your employee contributions, the portion of the contributions your employer made into your account, and any investment earnings.*
- Want a portable retirement plan – *Portability provides an opportunity for more retirement income if you change employers several times during your career. You can transfer balances to other eligible retirement plans or an Individual Retirement Account (IRA) upon distribution.*
- Want flexibility in the way you or your beneficiary receive your benefit – *Flexible benefit options such as annuity payments (including payments you should not outlive), a lump-sum distribution, partial distributions, or withdrawals.*

Retirement Plan Comparison

	SCRS Defined Benefit Plan	State ORP Defined Contribution Plan
Plan Type	SCRS is a 401(a) qualified governmental plan that provides a monthly annuity at retirement. The contributions made by you and your employer, and the investment earnings on those contributions are used to fund retirement benefits. Your retirement annuity is based on a formula that includes your service credit, your average final compensation, and a benefit multiplier of 1.82 percent. Your retirement income is not based on your account balance.	The State ORP is a 401(a) qualified governmental plan that provides an account into which you and your employer contribute. Your retirement income is based on the account balance accumulated throughout your years of employment. Your account balance is a combination of contributions and the performance of the investment funds you select from the investment options offered through your chosen State ORP investment provider.
Eligibility	All public school employees, public higher education personnel, state employees, employees of other political subdivisions that participate in PEBA Retirement Benefits, and individuals elected to the South Carolina General Assembly in November 2012 and after are eligible for membership. You are eligible on your date of hire if you are a permanent full-time or part-time employee. If you are a temporary or non-permanent employee, you may irrevocably choose whether to join unless you are a retiree of SCRS or have money on account with SCRS.	All newly hired state, public school, and public higher education employees, and individuals elected to the South Carolina General Assembly in November 2012 and after, who are also eligible for SCRS membership are eligible for State ORP participation. This includes all permanent full-time employees, temporary and part-time employees, and political appointees.
Employee Contributions	Employee contribution rates are established by the South Carolina General Assembly. The current employee contribution rate is a tax-deferred 7.0 percent of your gross pay. The employee contribution will increase to 7.5 percent effective July 1, 2013, and to 8.0 percent effective July 1, 2014.	Same as SCRS.
Employer Contributions	Current employer contribution rates are established by PEBA. The employer contribution is based on a percentage of a member's earnable compensation. The employer contribution is used by PEBA to fund benefits and to cover any reasonable expenses incurred in performing services regarding the plan.	Your employer remits a contribution equal to 5 percent of your earnable compensation to your chosen investment provider for allocation to your account. The remaining percentage is sent to PEBA.
Refund before Retirement and Portability	If you terminate employment with at least eight years of earned service and leave your contributions plus interest in your SCRS account, you will be eligible to receive a reduced deferred monthly annuity at age 60. If you terminate employment, you may request a refund of your employee contributions plus interest, but you forfeit your rights to any future retirement benefits. Employer contributions are not refunded. There is a 90-day waiting period from your termination date before a refund can be made. You are not required to withdraw your contributions and interest at termination. Deferred employee contributions plus interest may be rolled over to another eligible retirement plan or an Individual Retirement Account (IRA) as allowed by the Internal Revenue Code (IRC). Eligibility to establish SCRS service with another retirement plan depends on the other plan's provisions. Your account accrues 4 percent interest annually until it becomes inactive. An account is considered inactive when no contributions have been made to the account in the preceding 12 months and no other active, correlated system or State ORP account exists.	You have immediate rights to your account balance, including employee and your portion of employer contributions. If you terminate employment or reach age 59 ½, you may request a refund of your account balance, which includes employee and your portion of employer contributions. Your State ORP investments remain in the investment products you select unless you request that they be transferred or rolled over to another eligible retirement plan, or unless that investment product is no longer offered. You can change jobs without losing your accumulated retirement benefits. You may participate in similar plans through other employers. You may roll over your account balance to another eligible retirement plan or an IRA as allowed by the IRC. Eligibility to establish State ORP service with another retirement plan depends on the other plan's provisions.

Retirement Plan Comparison

	SCRS Defined Benefit Plan	State ORP Defined-Contribution Plan
Management of Retirement Funds	The plan assumes all investment risk. The S.C. Retirement System Investment Commission has the fiduciary responsibility to invest the funds, and professional investment managers approved by the Investment Commission manage the portfolios.	You assume all investment risk. You are responsible for your investment choices, distribution methods, and retirement goals. The executive director of PEBA designates the professional money management companies (investment providers) authorized to offer investment products.
Selection of Investment Provider	Not applicable.	You choose one of the four authorized investment providers. You may change providers once each year during the annual open enrollment period (January 1 to March 1).
Selection of Investment Products	Not applicable.	You select from the available investment funds to reach an appropriate asset allocation for your investment objectives and retirement goals. The prospectus for each investment product provides information on that particular product. Investment provider service representatives are available toll free by telephone to assist with your selections. A list of the vendors providing the investment products and the products offered to State ORP participants is on PEBA's website at http://www.retirement.sc.gov/orp/default.htm . You may also contact Customer Services at 803-737-6800, toll free at 800-868-9002, at http://www.retirement.sc.gov/contact/default.htm , or by live chat by clicking the "Customer Service Chat Now" button in the header area of our homepage (www.retirement.sc.gov).
Allocation of Contributions	Not applicable.	You allocate your contributions into your chosen investment products. Contact your investment provider to change the allocation of your contributions and/or existing account balance.
Beneficiary	You may name as many beneficiaries and/or trustees as you wish. Multiple beneficiaries share equally in survivor benefits.	You may name as many beneficiaries and/or trustees as you wish.
Additional Service Buy-in Options	Active members may establish additional service credit for various types of previous employment or leaves of absence, and up to five years of non-qualified service. You may purchase service credit by lump-sum payment, an installment service purchase (pre- or after-tax, plus interest), or a tax-deferred rollover from an eligible retirement plan, such as an IRA, a 401(a), a 401(k), a 457, or a 403(b).	Not applicable.
Disability Benefits	If you are an active SCRS member with at least eight years of earned service credit, you may apply for disability retirement if you become physically or mentally incapable of performing the regular duties of your job and your disability is likely to be permanent. The eight-year requirement may be waived if your disability is the result of a job-related injury. Service will be projected to age 65 with an applicable actuarial reduction. Benefits may be paid for life or for the duration of your disability. The Retirement Systems must receive your disability retirement application within 90 days of the date of your termination from covered employment.	There is no disability protection.

Retirement Plan Comparison

	SCRS Defined Benefit Plan	State ORP Defined Contribution Plan
In-Service Death Benefits	If you die while employed as a member at any age and have 15 or more years of service (eight of which must be earned service), or after reaching age 60 with eight years of earned service, your beneficiary may choose a refund of employee contributions plus interest or a monthly annuity. The monthly annuity is not available if you name your estate as beneficiary or if you are under age 60 and have fewer than 15 years of active service at the time of your death.	The benefit is based on the cash value of your account as of your date of death. Your beneficiary may receive the cash value of your account through annuities, lump-sum distributions, or periodic withdrawals, all of which are available through the investment providers.
Active Member Incidental Death Benefit	If your employer provides incidental death benefit coverage and you die in service with at least one year of service credit, a payment equal to your current annual earnable compensation will be made to your designated beneficiary. If your death is the result of a job-related injury, the one-year requirement is waived.	If your employer provides incidental death benefit coverage and you die in service with at least one year of service credit, a payment equal to your current annual earnable compensation will be paid to your designated beneficiary. If your death is the result of a job-related injury, the one-year requirement is waived.
Retired Member Incidental Death Benefit	<p>Non-Working Retired Member As a non-working retiree, if you die and your last employer prior to retirement provides incidental death benefit coverage, a payment based on your service credit at retirement will be made to your designated beneficiary: 10-19 years = \$2,000; 20-29 years = \$4,000; and 30 or more years = \$6,000.</p> <p>Working Retired Member If you die while you are a working retired member and your employer provides incidental death benefit coverage, a payment equal to your current annual earnable compensation will be made to your designated beneficiary.</p>	<p>Non-Working Retired State ORP Participant There is no post-retirement incidental death benefit for non-working State ORP participants.</p> <p>Working Retired State ORP Participant If you die while you are a working retired participant and your employer provides incidental death benefit coverage, a payment equal to your current annual earnable compensation will be made to your designated beneficiary.</p>
Minimum Service Requirement for Retirement Benefits	<p>Normal Retirement (Unreduced Benefit) You are eligible to retire once your age and your years of service total 90. For example, if you begin covered employment at age 22 and remain with a covered employer, once you reach age 56, you will have 34 years of service. Your age (56) plus your years of service (34) total 90, which would make you eligible for service retirement.</p>	There is no minimum age or years of service required for retirement. You become eligible to receive distributions when you terminate employment or reach age 59 ½. You may leave your balance on deposit to accumulate earnings tax-deferred until you elect to receive them or until you reach age 70 ½ and are required by the IRS to begin receiving annual required minimum distributions.
Retirement Benefit Calculation	<p>Your annual SCRS retirement benefit is based on the following formula:</p> <p>Step 1 Determine your average final compensation (20 highest consecutive quarters of earnable compensation divided by 5).</p> <p>Step 2 Multiply the result of Step 1 by 1.82 percent (.0182).</p> <p>Step 3 Multiply the result of Step 2 by your years of service credit.</p> <p>Step 4 Deduct early retirement penalties, if applicable.</p>	The amount of your State ORP benefit is based on the total accumulation in your account(s) and the payment method you choose. Your benefit is affected by the performance of the investments you select, the amount of time you have to invest, and the amount of time over which you expect to receive benefits.

Retirement Plan Comparison

	SCRS Defined Benefit Plan	State ORP Defined Contribution Plan
Retirement Payment Options	<p>Your retirement benefit will be paid as a monthly annuity for your lifetime. There are two payment options that will provide monthly payments to a survivor in the event of your death. The available payment options are:</p> <p>Option A Maximum Retiree Only Monthly Annuity Option B 100% - 100% Joint Retiree-Survivor Monthly Annuity with revert to Option A feature Option C 100% - 50% Joint Retiree-Survivor Monthly Annuity with revert to Option A feature</p> <p>If you choose Option B or Option C, you will receive a reduced (from Option A) annuity. Age differential restrictions may apply to non-spousal beneficiaries.</p>	<p>You may choose to purchase an annuity or take a lump-sum distribution, partial distributions, or withdrawals. The State ORP investment providers offer a variety of retirement payment options designed to allow you to tailor your retirement plan to meet your financial needs.</p> <p>In the event of your death, your beneficiary may receive the cash value of your account through annuities, lump-sum distributions, or periodic withdrawals.</p>
Deferred Retirement Option Program	Not applicable.	Not applicable.
Benefit Adjustments	Under current law, each July 1 eligible SCRS retirees receive a benefit adjustment of 1 percent of their annuity up to a maximum of \$500.	The State ORP does not provide benefit adjustments.
Post-Retirement Health Insurance Eligibility	Contact PEBA at 803-734-0678 or toll free at 888-260-9430, or contact your benefits administrator for more information.	Same as SCRS.

For More Information

Be sure to visit our website at www.retirement.sc.gov for additional information, resources, and tools. Keep up to date on with the latest PEBA information by visiting our Facebook page, following us on Twitter or by subscribing to our RSS Feed so that you may receive email updates right in your Inbox.



<http://www.facebook.com/SCRetirementSystems>



<http://www.twitter.com/scretirement>



<http://www.retirement.sc.gov/news>

Questions and Answers

How do I enroll in State ORP or SCRS?

Your employer will provide you with the required enrollment form for the plan you select and will submit your completed form to PEBA.

How many State ORP investment providers are there to choose from?

The four authorized investment providers are listed on Page 4 of this guide and on our website at <http://www.retirement.sc.gov/orp/default.htm>.

How do I obtain an account balance for either plan?

State ORP participants will receive periodic financial statements from their investment provider. SCRS members may obtain a member statement through online Member Access at <https://online.retirement.sc.gov/MemberAccess/welcome> or by contacting PEBA.

If I elect State ORP participation and stay with the same employer, can I ever join SCRS?

Yes. There is an open enrollment period (January 1 to March 1) during which you may irrevocably elect membership in SCRS if you have between one and five years of State ORP service. If you do not make the election during any of the five annual open enrollment periods in which you are eligible to irrevocably elect SCRS membership, you will, by default, continue your State ORP participation and forfeit your opportunity to elect SCRS membership.

If I retire under SCRS, may I join State ORP?

No. If you retire under SCRS, you are not eligible for enrollment in SCRS and therefore may not join State ORP.

Can my employer help me choose a plan?

Your benefits administrator can assist you by providing you with this guide and directing you to the "It's Your Choice: SCRS or State ORP" video on PEBA's website. Use these materials, as well as the online benefit comparison program for State ORP (see Page 2 of this guide), to learn about both plans so you can make an informed choice.

Your benefits administrator cannot tell you which plan is better for you; only you can make that choice. You may also contact PEBA for assistance, but remember, PEBA employees cannot make your selection for you either.

What if I have a problem with my State ORP investment provider?

You or your employer should report any problems concerning the investment providers to PEBA.

What happens if I elect State ORP but don't make my investment selections?

The money will default to a nonrestrictive investment account.

If I elect State ORP, can I change my investment options at any time?

Yes, but any changes to your investment options are subject to your State ORP investment provider's contractual limitations.

If I elect State ORP, can I allocate my contributions to more than one investment option?

Yes. The employee and employer contributions may be allocated to any of the authorized investment products offered by your investment provider.

If I change State ORP investment providers, what happens to my account balance?

If you change investment providers during an open enrollment period (January 1 to March 1), you may transfer your account balance, subject to your State ORP investment provider's contractual limitations, to the new investment provider.

How does State ORP participation or SCRS membership affect supplemental defined contribution retirement plan contributions?

You may still contribute to a 457 or 401(k) deferred compensation plan, or to a 403(b) tax-sheltered annuity; however, your contribution limits and options may depend on the type(s) of supplemental plans you select. You may want to contact a tax consultant or a financial advisor for more information.

How will investment risk affect my retirement account?

Investment risk is the uncertainty of how a given investment will perform. In State ORP, if the investments you select perform well, your retirement account will grow quickly and provide a larger benefit when you retire. If your investments do not perform well, you will not have as large a benefit at retirement.

The potential for higher returns is generally greater with investments that carry more risk. Allocating investments into several asset classes, such as bonds, large cap equities, international equities, and small cap equities, may help reduce your overall risk. With SCRS, the plan bears the investment risk.

