



# Employment Policies for EHRA Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers

These Policies govern appointment of EHRA Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officers of The University of North Carolina at Chapel Hill ("covered employee"). These Policies are adopted by the Board of Trustees of The University of North Carolina at Chapel Hill pursuant to the Employment Policies adopted by the Board of Governors of The University of North Carolina for Senior Academic and Administrative Officers on November 14, 1986, and Research and Instructional Staff on February 13, 1981, and as both policies are subsequently amended.

## I. Scope and Applicability of Employment Covered by These Policies

1. *Application:* These employment policies apply to Tier II Senior Academic and Administrative Officers (hereinafter referred to as "Senior Officer" or "Senior Officers") in the following positions: Associate and Assistant Vice Chancellors; Associate and Assistant Deans; and other administrative positions within the University that have been approved by the Board of Governors as Tier II Senior Academic and Administrative Officers. These policies also apply to positions within the "instructional and research staff" category under G.S. 126-5 that have been designated and approved by The University of North Carolina at Chapel Hill.
2. *Prior Versions and Policy References:* References in appointment letters and other University policies which may refer to Sections I.B. and Section III of the "Employment Policies for EHRA Non-Faculty Employees of the University of North Carolina at Chapel Hill" which had been last revised as of September 25, 2003, are now covered by the most equivalent sections of the "Employment Policies for EHRA Non-Faculty Research Staff, Instructional Staff, and Tier II Senior Academic and Administrative Officer Employees of The University of North Carolina at Chapel Hill."



## II. Appointments to Covered Positions

1. Every appointment to a position covered by these Policies within The University of North Carolina at Chapel Hill shall be made by or on behalf of the Chancellor by means of a letter of appointment that fulfills the requirements of this Section.
2. *Term of Appointment:* Covered employees will generally be appointed to at-will appointments and all Tier II Senior Academic and Administrative Officers may only be appointed at-will. Only in exceptional circumstances and with the approval of the Chancellor or his/her designee may covered Research or Instructional Staff be appointed to a stated term of appointment from one to five years. The Director of Athletics may be appointed to stated term in accord with Board of Governors policies governing employment contracts for these positions.

*Contents of Letter of Appointment:* Every letter of appointment to a covered position shall include:

- a. the title of the position;
  - b. the initial annualized salary;
  - c. provision for periodic review of compensation subject to any compensation policies adopted by the Board of Governors or the Board of Trustees;
  - d. provisions consistent with the funding contingencies portion of these policies if the appointment will be contingent on availability of certain funding (as provided in Section IV below);
  - e. notice that the appointment is contingent on the successful completion of a criminal conviction check (unless a successful check has been completed prior to the letter being sent); the annual leave entitlement of the employee; notice that the employment conferred is "employment at will" subject to continuation or discontinuation at the discretion of the Chancellor or the Chancellor's designee or is for a stated term of appointment for those categories of employees in which a term is specifically permitted in Section II.1 above, and;
  - f. notice that the employment is subject to these Policies, as originally adopted and as they may be periodically revised from time to time.
3. Providing a copy of these Policies: A printed copy of these Policies shall be attached to each letter of appointment. The most current version of these policies is available from the University's Office of Human Resources.
  4. Presumption of at-will status in the absence of a specific term of appointment: The employment conferred will be presumed to be employment at-will unless the



appointment letter clearly states that the appointment is for a stated term of employment, regardless of any verbal or written statements that otherwise are not contained in a written letter of appointment.

### III. Serving Simultaneously In A Position Covered By And Not Covered By These Policies

1. *Base Position:* When an employee is to serve simultaneously in both a covered position and a position of University employment not covered by these Policies, with the result that two different prescriptions may appear with respect to a particular condition of employment or a right or responsibility of the employee, one position shall be designated the base position to determine the conditions of employment and the rights and responsibilities of the employee. If appointment to a covered position occurs subsequent to appointment to a position not covered by these Policies, the letter of appointment to the covered position shall embody the required designation of base employment. Conversely, if appointment to a covered position precedes appointment to the other category of University employment, the letter of appointment or contract establishing the second employment shall embody the required designation of base employment. In either case, the designation of base department shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between the two positions.
2. *Application of Funding Contingencies:* Any funding contingency of the type referred to in these policies shall be set forth separately for the covered position and for the other position, since the operation of any such contingencies may be independent.
3. *Nominal Faculty Appointment:* When an appointment to a covered position is to be accompanied by appointment to a faculty position that is intended to be nominal or honorary, or to create a faculty affiliation not entailing significant duties or compensation, the term "adjunct," or similar nomenclature shall be used to identify the faculty appointment.

### IV. Funding Contingencies

When a covered position is funded in whole or substantial part from sources other than continuing state budget funds or permanent trust accounts, the letter of appointment shall state:

1. that continuation of the employee's service in that position is contingent upon the continuing availability of funds from such other sources to support that position;



2. shall specify the source of such funds, and;
3. shall state that the effect of such contingency may apply without the additional notice otherwise required by any of the notice provisions of these policies provided, that the affected employee is informed at the earliest practicable date of the occurrence of such a funding contingency.

## V. Discontinuation of "At-Will" Appointments with Notice or Severance Pay in Lieu of Notice

1. *Reason for Discontinuation:* Employment within a covered position that is established as an "employment at will" position is subject to discontinuation at any time at the discretion of the Chancellor or the Chancellor's designee provided that such a discontinuation (as distinguished from discharge for cause) shall require advance timely notice of discontinuation as provided by this Section.
2. *Required Notice:* The following minimum written notice shall be provided to employees whose appointment is discontinued under this Section.
  - a. During the first year of continuous service as a permanent employee with the University, not less than 30 calendar days prior to discontinuation of employment;
  - b. During the second and third years of continuous service as a permanent employee with the University, normally 90 calendar days unless a special circumstance is justified by the department and approved by the Chancellor or his/her designee in which case no less than 60 calendar days prior to discontinuation of employment, and;
  - c. During the fourth and all subsequent years of continuous service as a permanent employee with the University, not less than 90 calendar days notice prior to discontinuation of employment.
3. *Working Notice:* The University expects that employees will continue working for the duration of the applicable notice period unless severance pay in lieu of notice has been authorized as provided by this Section. Nothing in this section precludes off-campus work assignments during the notice period when determined to be in the best interests of the University and adequate oversight of the work performed is provided. Any such arrangement is exclusively at the discretion of the University and must be approved by the appointing department head with the concurrence of the relevant administrative approval chain.



4. *Severance Pay in Lieu of Notice:* In circumstances when it is determined to be in the best interests of the University, the Chancellor or his/her authorized designee shall have the discretion to terminate an at-will employee immediately with severance pay in lieu of notice or to approve another working arrangement consistent with Board of Governors policies. Severance pay shall be paid as follows:
  - a. During the first year of continuous service as a permanent employee with the University, payment shall be for 30 days.
  - b. During the second and third years of continuous service as a permanent employee with the University, payment shall be for 60 days.
  - c. During the fourth and all subsequent years of continuous service as a permanent employee with the University, payment shall be for 90 days.
  - d. Alternatively, a combination of notice and severance pay may be provided as long as the combined total of the two shall not exceed the total number of days set forth in Sections a., b., and c. above given the years of continuous service as of the date employment is ended.

If an employee is to receive severance pay in lieu of notice, the decision must be communicated to the employee as part of the notice of discontinuation, and the employee must be notified that his/her benefits will terminate based on the last date worked.

## **VI. Expiration of Term Appointment and Notice of Non-Renewal**

Employment within a covered position that is expressly established by the letter of appointment to be for a stated definite term expires automatically at the conclusion of the stated term; such an appointment may be renewed or extended at the option of the University only by written notice. If the University intends not to renew or extend the term contract, then:

1. With respect to a term of one year or less, notice of intent not to renew shall not be required.
2. With respect to a term of more than one year, but less than four years, notice of intent not to renew shall be transmitted in writing normally 90 calendar days prior to the expiration date of the term unless a special circumstance is justified by the appointing department and approved by the Chancellor or his/her designee in which case such notice shall be no less than 60 calendar days notice prior to the expiration date of the term.



3. With respect to a term of four years or more, notice of intent not to renew shall be transmitted in writing not less than 90 calendar days prior to the expiration date of the term.

Failure to provide written notice as required in subsections (2) and (3) of this Section shall result in the automatic extension of employment for a period of 60 days for a term of more than 1 year but less than four years or 90 days for a term of four years or more. Such extension shall be made from the scheduled expiration date of the term appointment.

## **VII. Termination of Employment Due to Financial Exigency or Program Curtailment or Elimination**

Employment within a covered position that is established by the letter of appointment to be for a stated definite term may be terminated prior to expiration of the stated term because of demonstrable, bona fide institutional financial exigency or major curtailment or elimination of a program. "Financial exigency" is defined to mean a significant decline in financial resources of the University that compels a reduction in the institution's budget. The determination of whether a condition of financial exigency exists or whether there shall be a major curtailment or an elimination of a program shall be made by the Chancellor, with advance notice to and approval by the President and the Board of Governors. If the financial exigency or curtailment or elimination of a program is such that the contractual obligation to an employee within a covered position cannot be met, the employment of the individual may be terminated, subject to the following notice requirements:

1. During the first year of service, not less than 30 days notice prior to termination;
2. During the second and third years of employment, not less than 60 days notice prior to termination; and
3. During the fourth and all subsequent years of service, not less than 90 days notice prior to termination.

## **VIII. Discharge for Cause**

1. *Basis:* Any employee occupying a covered position may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation based on funding contingency (Section IV), discontinuation with notice or pay in lieu of notice (Section V), expiration of term (Section VI), or termination due to financial exigency or program curtailment (Section VII). Stated causes for discharge shall include, but not necessarily be limited to: incompetence, unsatisfactory performance, neglect of



duty, or misconduct that interferes with the capacity of the employee to perform effectively the requirements of his/her or her employment. `

2. *Notice of Intent to Discharge:* Discharge for cause is to be preceded by written notice of intent to discharge the covered employee by the appointing unit with the advance approval of the Chancellor or his/her designee. The notice of intent shall include the following elements: date, time, and location of a pre-discharge conference; the guidelines under which the pre-discharge conference will be conducted; the basis of the proposed discharge; and, the employee's appeal rights in the event of discharge. The notice is to be provided to the employee either in person or by overnight express service to the employee's home address of record with the University.
3. *Suspension:* When a covered employee has been notified of the intention to discharge him/her for cause in writing, the Chancellor or his/her designee, has the option to suspend employment at any time and continue the suspension until a final decision concerning discharge has been reached following a pre-discharge conference as described by this Section. When suspension is invoked, it shall be with full pay.
4. *Pre-Discharge Conference:* The Office of Human Resources shall arrange, in conjunction with the appointing unit, a pre-discharge conference. The employee's attendance at the conference is optional and a failure to attend does not limit the employee's right to appeal under the relevant University policies and procedures. The only attendees permitted at the conference are the employee, a representative of the appointing unit, and staff from the Office of Human Resources. At the conference, the representative of the appointing unit will present the basis for the proposed discharge and the employee will have an opportunity to respond and offer any explanation, verbally and/or in writing, why he/she believes they should not be discharged as proposed.
5. *Disposition of Notice of Intent:* As a result of the pre-discharge conference, the appointing Department Head shall make a recommendation to the Chancellor or his/her designee as to whether the proposed discharge shall proceed. With the concurrence of the Chancellor or his/her designee, the employee shall be notified in writing of the decision within 5 business days following the pre-discharge conference by overnight express service.
6. *Discharge:* If the decision is to discharge, the notification shall inform the covered employee of the date of discharge and applicable appeal rights under relevant University policies. As of the effective date of the discharge, any suspension with pay, if previously invoked, shall cease and the covered employee's appointment with the University shall end without regard to whether the employee chooses to pursue further appeals. No provision of this Policy shall be interpreted to extend an



employee's right to pay beyond the expiration of the employee's term of appointment while an appeal is pending under this Policy.

7. *Appeal Rights:* Upon discharge for cause, the employee shall have available rights of appeal as required under Section 611 of the Code of The University of North Carolina and as provided by Sections IX, X, and XI of these Employment Policies. Such appeal shall be provided through the University's EHRA Non-Faculty Grievance Policy and when applicable, the administrative review procedures of the University's Policy on Prohibited Harassment and Discrimination.

## **IX. Review of Employment Decisions and Grievances**

The University is committed to fair and equitable treatment for all employees. Therefore, the University has established a separate Grievance Policy and Procedure for EHRA Non-Faculty employees covered under these Employment Policies in conformance with the policies of The University of North Carolina. However, grievances concerning discontinuations or terminations of employment with notice, pursuant to Sections V, VI, and VII of the Employment Policies may be brought only upon allegations of violations of applicable notice requirements or violations of any provision of Section X or XI of these policies.

## **X. Equal Employment Opportunity**

It is the policy and intention of The University of North Carolina at Chapel Hill that there be equal employment opportunity and freedom from unlawful discrimination in all employment within the University. To this end, the University has established a separate Policy On Prohibited Harassment And Discrimination, which shall be used in conjunction with these Employment Policies to define impermissible conduct in employment and provide avenues for employees to secure relief from such conduct when alleged. Bona fide occupational qualifications or other exceptions to the University's equal opportunity provisions specifically provided for by State or Federal law may be applied to EHRA non-faculty positions.

## **XI. Protected Activity**

Employment in covered positions shall not be adversely affected by the exercise of rights guaranteed by the First Amendment to the United States Constitution or by Article I of the North Carolina Constitution; provided that covered employees shall be subject to any limitations on political activity established by Article 5 of N.C.G.S. Chapter 126. The Board of Governors' Policy in this regard, as adopted on January 16, 1976, and as it may be revised from time to time, shall apply to covered positions.





## XII. Holidays

Employees in covered positions shall be entitled to the same state-prescribed holidays given to employees subject to the State Personnel Act.

## XIII. Annual Leave

1. *Basic Leave Policy:* A full-time employee in a covered position shall be entitled to 24 days of annual leave per calendar year. The amount of annual leave is adjusted proportionately for covered employees in part-time positions who work half-time or more. Leave shall be earned on a monthly basis. The monthly earnings amount is equal to one-twelfth of the annual rate for each month the employee works or is on approved leave with pay at least half the working days of a month. The scheduling of an employee's annual leave shall be subject to the approval of his/her supervisor.
2. *Maximum Leave Carry Forward:* The maximum number of unused days of annual leave that may be accrued and carried forward from one year to the next shall be 30 work days; however, unused annual leave in excess of thirty (30) days shall be converted to sick leave on December 31st of each year.
3. *Exceptions to Basic Leave Policy:* With respect to an incumbent employee occupying a covered position as of July 1, 2001, if the employee currently earns more annual leave than that to which the employee would be entitled under the provisions of this Policy, the employee will continue to earn leave at his/her current rate; provided, that in no case shall maximum annual leave exceed 26 work days per calendar year.
4. *Transfer of Accrued Annual Leave:* A new covered employee cannot transfer accrued annual leave from other UNC institutions or other State agencies to this University. Upon discontinuation of employment from the University, a covered employee may either elect a payout of accrued annual leave as provided in Section XIII.6. below, or transfer the remaining balance of any unused annual leave to another UNC institution, State or local governmental agency, subject to the receiving agency's approval.
5. *Advancement of Annual Leave:* Subject to approval by the employee's supervisor, an employee may be advanced the amount of leave that can be accrued during the remainder of the calendar year. If an employee separates from the University and has taken more annual leave than has been accrued, the University will take appropriate deductions from the employee's final pay check subject to any relevant wage-hour laws.
6. *Payout of Accrued Annual Leave:* A covered employee who has accrued such unused annual leave as of the date of discontinuation of employment, and who either does not elect or is not eligible to transfer such accrued leave to another position with



UNC-Chapel Hill, another UNC institution, or State or local governmental agency, shall be paid for such unused annual leave as follows:

- a. *Employees with 24 Months or Less Total State or Local Service:* The amount paid to a covered employee who has been employed an aggregate of 24 months or less by one or more State or local governmental agencies is equal to one day for each month worked less the number of days of annual leave taken during the employment period. Nothing in these policies is intended to limit an employee to use any excess leave subject to forfeit prior to their date of separation from the University, although any such use is entirely at the discretion of the appointing Department Head.
- b. *Employees with More than 24 Months Total State or Local Service:* A covered employee who has been employed for more than 24 months by one or more State or local governmental agencies may elect to take all or part of such unused annual leave prior to the discontinuation of employment, or may elect to be paid in a lump sum for any accrued annual leave that is unused as of the date of discontinuation, subject to a prescribed maximum of 30 days for lump sum payment. The prescribed maximum shall be pro-rated for individuals who work less than full-time based on their full-time equivalent work schedule at the time of separation. has taken more annual leave than has been accrued, the University will take appropriate deductions from the employee's final pay check subject to any relevant wage-hour laws.

## XIV. Eligibility for Other Types of Leave

1. *General Leave Benefits:* A covered employee shall be entitled to the same state-prescribed sick leave, family and medical leave, family illness leave, civil leave, military leave, community service leave, and special legislative bonus leave given to employees subject to the State Personnel Act. However, with respect to sick leave, a covered employee may be advanced the amount of sick leave that can be accrued during the remainder of the year or during a twelve-month period.
2. *Voluntary Shared Leave:* A covered employee shall be entitled to the same state-prescribed provisions concerning shared leave as given to employees subject to the State Personnel Act with the exception that the donation and acceptance of such leave shall be computed on the basis of days rather than hours.
3. *Leave of Absence Without Pay:* Employees in covered positions may request leave of absence, without pay, subject to approval of such leave by the Chancellor or his/her designee.



## XV. Educational Entitlement

Employees in covered positions shall be entitled to utilize the benefit of tuition waiver, as provided by G.S. 116-143.

## XVI. Statutory and Other Rules of Employment

1. *Privacy of Personnel Records:* Employees in covered positions enjoy the protections of and are subject to the provisions of Article 7 of N.C.G.S. 126, entitled "The Privacy of State Personnel Records."
2. *Employment Preference for Veterans:* Employees in covered positions enjoy the protections of and are subject to the provisions of N.C.G.S. 128-15 and 128-15.1, which provide for preference in employment for veterans of United States military service and their spouses and widows or widowers.
3. *Employment of Related Persons:* Employees in covered positions are subject to the Policy concerning employment of related persons as adopted by the Board of Governors on April 13, 1972, and as it may be revised from time to time.
4. *Retirement:* Employees in covered positions may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes.

## XVII. Implementation

Any proposed amendment to these Policies must be submitted for review and approved by the President prior to its adoption by the Board of Trustees.

## XVIII. Policy Effective Date and Revision History

1. *Effective Date:* The effective date of these Policies shall be October 1, 2009.
2. *Administrative Approvals:* This policy was approved by the President of the University of North Carolina on September 22, 2009 and the Board of Trustees of The University of North Carolina on September 24, 2009.
3. *Prior Revision History:* September 1, 1981; January 1, 1988; April 12, 1988; October 1, 1991; May 27, 1994; July 1, 1999; Revised January 27, 2000; May 1, 2000; July 1, 2001; September 25, 2003



THE UNIVERSITY  
*of* NORTH CAROLINA  
*at* CHAPEL HILL

## **XIX. Policy Maintenance and Accessibility**

This Policy is maintained by the Office of Human Resources (OHR) of The University of North Carolina at Chapel Hill. The most recent revision shall be posted on OHR's publicly accessible web site. A printed copy is also available on request from OHR.