



Authority <b>Board of Trustees</b>
Title <b>Employment Policies for EPA Non-Faculty</b>
Responsible Office <b>Human Resources</b>
Subject <b>Employment</b>
Applies to <b>EPA Non-Faculty Employees</b>

**History:** Last revised: July 1, 2007

**Additional References:** [State Personnel Manual, Section 5.](#)

**Related Policies:** UNC Policy Manual Chapter 300, UNC-GA Administrative Memorandums

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## 1. SCOPE OF POLICY AND DEFINITIONS OF POSITIONS

### A. Coverage

This policy applies to all permanent positions Exempt from the State Personnel Act (EPA positions) that are not considered faculty positions. The positions covered by this policy fall into one of the following categories: Senior Academic and Administrative Officer-Tier I ("SAAO-Tier I"), Senior Academic and Administrative Officer-Tier II ("SAAO-Tier II") or EPA Professional (Instructional or Research) ("EPA Professional"). In this policy the three groups of employees are collectively referred to as "EPA Non-faculty."

### B. Definitions of Covered Positions

Senior Academic and Administrative Officer-SAAO Tier-I positions include the Chancellor [N.C.G.S. 116-11(4)]; vice chancellors, provosts, deans, and directors of major administrative, educational, research and public services activities designated by the Board of Governors [N.C.G.S. 116-11(5)].

Senior Academic and Administrative Officer-SAAO Tier-II positions include administrative positions that have been designated and approved by the President. [N.C.G.S. 116-11(5)] (See Sec. I.B. of UNC Policy 300.1.2, for additional information.)

EPA Professional positions include employees designated as EPA non-faculty Instructional or Research according to definitions approved by the Board of Governors in Policy 300.2.1 and 300.2.5[G] and available at <http://www.northcarolina.edu/policy/index.php> <http://intranet.northcarolina.edu/does/legal/policymanual/300.2.5>

## 2. APPOINTMENT TO EPA POSITIONS

### A. Method of Appointment

Every appointment to an EPA non-faculty position shall be made by the Chancellor or Chancellor's designee by means of a letter of appointment that fulfills the requirements of Section 2.B. Appointments of SAAO Tier-Is must be approved by the Board of Governors, unless delegated to the Board of Trustees/Chancellor. Appointments of SAAO Tier-IIs must be approved by the Board of Trustees, unless delegated to the Chancellor. No person covered by this Policy has tenure in their SAAO or EPA Professional position.

### B. Letter of Appointment

Every letter of appointment to a covered position shall include the title of the position, the initial salary, provision for periodic review of compensation, provision for funding contingencies if applicable, the annual leave entitlement of the employee, notice that the employment is either for a stated definite term or is an "employment at will" subject to continuation or discontinuation at the discretion of the Chancellor; and notice that the employment is subject to these policies as adopted and as they may be periodically revised, and a copy of these policies shall be attached to the letter of appointment.

### C. Contingent Appointments

When an EPA 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 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, specify the source of such funds, and that the effect of such contingency may apply without the additional notice otherwise required by Sections 3.A., 3.D. and 3.E. provided that the affected employee shall be informed at the earliest practicable date of the occurrence of such a funding contingency. Fee-based funds are an example of such contingent funding.

### D. Individuals Covered by More than One Employment Policy

When an employee is to serve simultaneously in more than one type of SAAO or EPA Professional position, one position shall be designated in writing as the base that governs the conditions of employment and the rights and responsibilities of the employee. If

appointment to an additional type of SAAO or EPA Professional position occurs subsequent to the initial appointment, the letter of appointment to the additional position shall include the required designation of base employment. The designation of base employment shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between/among the positions.

Any funding contingency of the type referred to in Section 2.C shall be set forth separately for the covered position and for the other position(s), since the operation of any such contingencies may be independent.

#### E. Terms of Appointment and Reappointment

##### 1) Senior Administrative Officers-Tier I.

Except with regard to the appointment of the Chancellor, no contract or other writing (except for The Code or UNC Policies) may vary these terms, nor may any oral agreement modify these provisions. The appointments of these senior officers are subject to the approval of the Board of Governors or a Board of Trustees delegated such authority by the Board of Governors. Such officers do not have tenure in their administrative positions. Except for the Chancellor, ~~they~~ EPA Non-Faculty serve at the discretion of their ~~employer~~ Chancellor and are not appointed to serve for specified periods of time. The continuance of these administrators in office therefore is at all times subject to determination by the appropriate authority as follows:

a) The continuance in office of the Chancellor is determined by the Board of Governors, which may act to terminate such an appointment upon its own initiative or upon recommendation of the President. The Board of Governors in all instances shall consult the Chair of the Board of Trustees prior to terminating the appointment of the Chancellor. The President may place the Chancellor on temporary leave, with or without pay, if the President has reason to believe that illness, injury, misconduct, neglect of duty or other circumstances may interfere with the Chancellor's performance of the duties of the position. Before placing the Chancellor on temporary leave, the President shall consult with the Chairman of the Board of Governors, the Chair of the Committee on Personnel and Tenure, and the Chair of the Board of Trustees.

b) The continuance in office of vice chancellors, provosts, deans, and directors of major educational, research and public services activities shall be determined by the Chancellor. The Board of Governors, in accordance with the provisions of Section 501(B)(6) of The Code, reserves the right to initiate action to terminate appointment of these officers when it deems such action to be necessary in the best interests of the University.

Senior administrative officers are subject to the direction and control of the Chancellor and serve at the Chancellor's discretion. They are employees at will; thus, the Chancellor may not purport to confer on any such officer a period of employment of

fixed duration or otherwise confer any property interest in such employment. However, such an officer may be appointed to a period of employment not to exceed a specified number of years, so long as the appointment letter states clearly that the incumbent officer is subject to removal at any time, during that period, at the option of the Chancellor.

The compensation of senior officers shall be set by the Board of Governors or a Board of Trustees delegated such authority by the Board of Governors. No Chancellor and no senior academic and administrative officer may be paid, in addition to his or her salary, for any services rendered to any institution-related foundation, endowment, or other entity that was established by officers of the University, that is controlled by the University, or that is tax exempt based on being a support organization for the University.

## 2) Senior Academic and Administrative Officers—Tier II

Appointment to a Senior Academic and Administrative Officer-Tier II position is "employment at will" subject to continuation, ~~or~~ discontinuation, discharge for cause, or termination at the discretion of the Chancellor, except that contracts or letters of appointment of Directors of Athletics may be for a term of years and are governed by UNC Policy 1100.3 ~~and Guidance 1100.3.1 (G)~~.

## 3) EPA ~~Non-Faculty~~ Professionals

An initial appointment and any subsequent renew appointment(s) for a permanent EPA Professional position may be either "fixed-term" or "at will." An appointment may be designated as "employment at will" subject to continuation or discontinuation at the discretion of the Chancellor or Chancellor's designee. Such an appointment is for an indefinite term. A fixed-term appointment may be converted to an "at will" appointment at the end of a fixed-term. An "at will" appointment may be converted to a fixed-term appointment at any time.

An appointment and any subsequent renew appointment(s) in a visiting EPA Professional position shall be for a period(s) of no more than one year. If the visiting appointment 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 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, specify the source of such funds, and state that the effect of such contingency may apply without the additional notice otherwise required by Sections 3.A., 3.D. and 3.E. Any subsequently proposed change from a visiting appointment to a regular appointment is subject to this policy.

## 3. CESSATION OF EMPLOYMENT

### A. Discontinuation of Appointment

For SAAO Tier-II's and EPA Professionals, Employment ~~within an EPA position~~ that is established by the letter of appointment to be employment "at will" is subject to discontinuation at any time at the discretion of the Chancellor or Chancellor's designee; provided, that such a discontinuation (as distinguished from discharge for cause, Section 4) shall be subject to advance timely notice of discontinuation, as follows: 1) during the first year of service, not less than thirty (30) days notice prior to discontinuation of employment; 2) during the second and third years of service, not less than sixty (60) days notice prior to discontinuation of employment, and (3) during the fourth and all subsequent years of continuous service, not less than ninety (90) days notice prior to discontinuation of employment. After consultation with the Provost, vice chancellor, and/or dean as appropriate, the Chancellor may determine that, in his or her discretion, it is in the best interest of the University to provide the employee with severance pay in lieu of notice. The severance pay amount must be ~~directly related to~~ for the same number of days as the required notice period.

SAAO Tier-Is may be separated from employment, and in the Chancellor's discretion, may be continued at full pay for up to ninety (90) days.

#### B. Retreat to a Faculty Position

An EPA ~~n~~Non-faculty employee who is employed at will and holds a concurrent tenured faculty appointment may assume the rights and responsibilities of that faculty appointment in the home department after voluntary or involuntary removal from an administrative appointment, unless a proceeding is initiated to discharge or demote the employee from the faculty position. At the discretion of the Chancellor and after consultation with the Provost and/or dean as appropriate, the employee may be granted a paid leave of up to one year in order to prepare for the faculty responsibilities. Absent an agreement to the contrary, the salary will not change during the paid leave. Any administrative stipend paid during the administrative appointment must be removed once the employee assumes the duties and responsibilities of the faculty position. The employee's new salary must be adjusted to a 9-month or 12-month faculty salary that is commensurate with the salaries of comparable faculty members.

#### C. ~~Rea~~Appointment of an Administrator without Faculty Retreat Rights

An EPA ~~N~~non-faculty employee who is employed at will has no claim to a position at the University. The University may determine that it is in its best interest to assign an employee without faculty retreat rights to another administrative or teaching position. In the case of such reassignment, the employee must receive advance notice in accordance with Section 3.A. above, and the new salary must be appropriate to the assignment.

#### D. Expiration of a Fixed-Term Appointment

Employment within an ~~SAAO Tier-II or EPA non-faculty Professional~~ position that is 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 employer, by a new appointment as required by Section 2. If ~~the employer A & T~~ intends not to ~~renew or extend grant a new the~~ term contract: 1) with respect to an appointment of one year or less, no notice of intent not to renew shall be required; the letter of appointment is considered to be adequate notice of the expiration of the term; 2) with respect to an appointment of more than one year but less than four years, notice of intent not to renew shall be transmitted in writing at least sixty (60) days prior to the expiration date of the term; and (3) with respect to a term of four years or more, notice of intent not to renew shall be transmitted in writing at least ninety (90) days prior to the expiration date of the term. Failure to provide written notice as required shall result in the automatic extension of employment for a period that would equal the notice requirement.

E. Termination of Employment Because of Financial Exigency or Program Curtailment or Elimination

~~SAAO Tier-II's and EPA Professionals in a Employment within an EPA non faculty~~ 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: 1) demonstrable, bona fide institutional financial exigency or 2) 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 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 thirty (30) days notice prior to termination; 2) during the second and third years of employment, not less than sixty (60) days notice prior to termination; and, 3) during the fourth and all subsequent years of service, not less than ninety (90) days notice prior to termination.

F. Discharge for Cause

~~SAAO Tier-II's and EPA Professionals Any employee occupying an EPA non faculty position~~ may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation of appointment with notice or severance pay, expiration of a fixed-term appointment and termination of employment because of financial exigency or program curtailment or elimination. 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 or her employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to Section 4 of this policy. When an employee has been notified of the intention to discharge the employee for cause, the Chancellor

may suspend the employee's employment at any time and continue the suspension until a final decision has been made by the Chancellor. The power to suspend shall be invoked only in exceptional circumstances and such suspension shall be with full pay. If the Chancellor's final decision is to discharge the employee, then the employee may be discharged without further pay without regard to whether there is an appeal to a Board of Trustees in accordance with Section 611 of The Code. 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.

#### 4. PROCEDURES FOR ~~CDISCHARGE FOR CAUSE~~ CESSATION OF EMPLOYMENT

~~The penalties of discharge or suspension may be imposed employment of EPA Non-faculty employees may be ended~~ only in accordance with the procedures set forth in this ~~section policy~~. For purposes of this policy, an individual serving a stated term ~~should be regarded as having the protection of these procedures until~~ may be discharged for cause prior to the end of the term. ~~These discharge procedures shall not apply to cases of non-reappointment, discontinuation, or expiration of a term appointment.~~

##### A. Notification of Intent to ~~Discharge End Employment~~.

For SAAO Tier-IIs and EPA Professionals, ~~The~~ executive officer of the employee's division shall send the individual by certified mail, return receipt requested, or other method producing proof of delivery, a written statement of intention to ~~discharge end~~ the individual's employment. ~~The statement shall include notice of the individual's rights, upon request, to both written~~ If the end of employment is a discharge for cause, then the notice shall also include a specification of the reasons for the intended action. The notice shall include notice of a right, upon request, to ~~and~~ a grievance hearing.

If, within ~~five (5) work~~ thirty (30) ~~fourteen (14) calendar~~ days after receiving the notice of intent to discharge for cause pursuant to Section 3.F., discontinue employment with notice or severance pay pursuant to Section 3.A., deny a new contract pursuant to Section 3.D., or terminate pursuant to Section 3.E., the individual makes no written request for ~~either a specification of reasons or a hearing,~~ the individual's employment shall end may be discharged without recourse to any University grievance or appellate procedure.

##### ~~B. Request for Specification of Reasons for Discharge.~~

~~If, within five (5) days after receiving the notice of intent to discharge, the individual makes written request, by certified mail, return receipt requested, for a specification of reasons, the executive officer shall supply such specification in writing by certified mail, return receipt requested, within five (5) days after receiving the request. If the individual makes no written request for a hearing within five (5) days after receiving the specification, the individual may be discharged without recourse to any University appellate procedure.~~

EB. Request for Grievance Hearing

If the

~~individual makes a written request for a hearing to the Chair of the EPA Non-faculty Grievance Committee within five (5) days of receiving the specification of reasons for discharge, the Chair may attempt to resolve the issue through mediation. If the issue is not resolved through mediation, the Chair shall appoint a hearing committee of not less than three members of the EPA Non-faculty Grievance Committee. The hearing shall be on the written specification of reasons for the intended discharge. The hearing committee shall accord the individual twenty (20) days from the time it receives a written request for a hearing or from the failure of mediation, whichever is later, to prepare a defense. The hearing committee may, upon the individual's written request and for good cause, extend this time by written notice to the individual and to the Chancellor.~~

(1) Review Processes. SAAO Tier-IIs and EPA Professionals may seek a grievance hearing by filing a written request for a hearing, containing a brief stating of the grounds for requesting the hearing, with the Chair of the EPA Non-faculty Grievance Committee and his/her supervisor within thirty (30) calendar days of the employee receiving the notice of intent to discharge, discontinue employment with notice or severance pay, refuse to grant a new contract, terminate, or otherwise suffers adverse personnel action,

(a) The SAAO Tier-IIs and EPA Professionals may seek review of personnel actions only based on these allegations:

(i) Notice

(A) For SAAO Tier-II, for discontinuations, expiration of term appointments, or terminations of employment with notice, such review may be sought only upon allegations of violations of applicable notice requirements set out in policies 300.1.1. III.B. 1., 2., and 3. of the University Policy Manual; and

(B) For EPA Professionals, for discontinuations, expiration of term appointments, or terminations of employment with notice, such review may be sought only upon allegations of violations of applicable notice requirements set out in policies 300.2.1 III. A., B., and C. of the University Policy Manual; or

(ii) Equal Employment Opportunity and Protected Activity

(A) For SAAO Tier-IIs, for violations of any provision of sub-sections III.D. or E. of Policy 300.1.1 of the University Policy Manual, and

(B) For EPA Professionals, for violations of any provision



of sections V. or VI. of Policy 300.2.1 of the University Policy Manual; or

(iii) Discharge for Cause, Other Discipline, Policy Interpretation/Application

(A) For SAAO Tier-II's, for discharge for cause or other disciplinary action, or for interpretation and application of a policy provision, all pursuant to and limited by policy 300.1.1 III.C. of the University Policy Manual, and

(B) For EPA Professionals, for discharge for cause or other disciplinary action, or for interpretation and application of a policy provision, all pursuant to and limited by policy 300.2.1 IV. of the University Policy Manual;

except that for both groups such review may be sought only if the employee alleges the discharge, discipline, or policy interpretation or application was illegal or violated a policy of the Board of Governors.

C. Mediation

The Chair may attempt to resolve the issue through mediation. A trained mediator who is not a member of the Grievance Committee shall be used. If the issue is not resolved through mediation within sixty (60) calendar days, the Chair shall appoint a hearing committee of not less than three members of the EPA Non-faculty Grievance Committee. The hearing shall be on the written specification of reasons for the intended discharge or the allegations of the employee/former employee. The hearing committee shall accord the individual twenty (21) calendar days from the time it receives a written request for a hearing or from the receipt of notice of failure of mediation, whichever is later, to prepare for a hearing. The hearing committee, upon the individual's written request and for good cause, may extend this time by written notice to the individual and to the Chancellor.

D. Grievance Hearing

The hearing panel shall conduct a hearing in accordance with the procedures specified in Section ~~65~~ and make a written recommendation to the Chancellor.

E. Grievance Decision

If the Chancellor concurs in a recommendation of the committee that is favorable to the individual, the Chancellor's decision shall be final. If the Chancellor declines to accept a committee recommendation that is favorable to the individual or concurs in a recommendation that is unfavorable to the individual, the individual may ~~petition the Chancellor to review the decision within ten (10) days after receipt of notice of the Chancellor's decision, if the petitioner alleges that appropriate procedures were not followed or that the individual was denied any opportunity to submit relevant evidence.~~

~~Upon receipt of the petition for review, the Chancellor or Chancellor's designee shall review the petition and any relevant information about appropriate procedures that were not followed or denial of an opportunity to submit relevant evidence. Upon conclusion of this review, the Chancellor may remand the matter to the hearing committee for further hearings or affirm the Chancellor's prior decision. appeal the Chancellor's decision to the Board of Trustees.~~

#### F. Appeal of Grievance Decision

~~An employee may appeal the Chancellor's decision to the Board of Trustees. The employee/former employee must file a written notice of appeal to the Board of Trustees by submitting notice to the Chancellor, by certified mail, return receipt requested, or by another means that provides proof of delivery, within ~~ten~~ fourteen (104) calendar days after ~~the date receipt~~ of the Chancellor's decision. The appeal to the Board of Trustees shall be decided by the Board; however, the Board of Trustees may delegate the duty of conducting a hearing to a standing or ad hoc committee of at least three members. The Board of Trustees, or its committee, shall consider the appeal on the record, but may, in its discretion, hear other evidence as it deems necessary. In all cases, review shall be limited to the question of whether the Chancellor committed clear and material error in reaching his or her decision. The Board of Trustees decision shall be made within 120 days after the Chancellor received the request for appeal. The Board of Trustees' decision shall be made as soon as reasonably possible after the Chancellor has received the employee's request for an appeal to the Trustees. The decision of the Board of Trustees is final with no further appeal within the University.~~

~~If the Board of Trustees decision is unfavorable to the employee, the employee may, within ten (10) days of receipt of the Board of Trustees decision, petition for a subsequent review of a decision pursuant to Section 609C of the UNC Code. Such petition must be transmitted to the President by the Chancellor.~~

### ~~5. REVIEW OF DISCONTINUATIONS OR NON-REAPPOINTMENTS AND OTHER EMPLOYMENT GRIEVANCES~~

#### ~~A. Request for a Grievance Hearing~~

~~Grievances concerning discontinuation of employment with notice or severance pay pursuant to Section 3.A. or non-reappointment pursuant to Section 3.D. may be brought only upon allegations of violations of applicable notice or severance pay requirements or violations of any provision of Sections 7 or 8 of this policy.~~

~~Grievances shall be filed in writing with the Chair of the EPA Non-faculty Grievance Committee within thirty (30) days of the alleged mistreatment or other matter.~~

#### ~~B. Mediation~~

~~The Chair may attempt mediation to resolve the grievance.~~

#### ~~C. Grievance Hearing~~

~~If mediation is not successful within sixty (60) days, the Chair shall convene a hearing panel to conduct a hearing in accordance with Section 6 below.~~

#### ~~D. Grievance Decision~~

~~If the Chancellor concurs in a recommendation of the committee that is favorable to the individual, the Chancellor's decision shall be final. If the Chancellor declines to accept a committee recommendation that is favorable to the individual or concurs in a recommendation that is unfavorable to the individual, the individual may petition the Chancellor to review the decision within ten (10) days after receipt of notice of the Chancellor's decision, if the petitioner alleges that appropriate procedures were not followed or that the individual was denied any opportunity to submit relevant evidence. Upon receipt of the petition for review, the Chancellor or Chancellor's designee shall review the petition and any relevant information about appropriate procedures that were not followed or denial of an opportunity to submit relevant evidence. Upon conclusion of this review, the Chancellor may remand the matter to the hearing committee for further hearings or affirm the Chancellor's prior decision.~~

#### ~~E. Appeal of Grievance Decision~~

~~An employee may appeal the Chancellor's decision to the Board of Trustees. The employee must file a written notice of appeal to the Board of Trustees by submitting notice to the Chancellor within ten (10) calendar days after the date of the Chancellor's decision. The appeal to the Board of Trustees shall be decided by the Board; however, the Board of Trustees may delegate the duty of conducting a hearing to a standing or ad hoc committee of at least three members. The Board of Trustees, or its committee, shall consider the appeal on the record, but may, in its discretion, hear other evidence as it deems necessary. In all cases, review shall be limited to the question of whether the Chancellor committed clear and material error in reaching his or her decision. The Board of Trustees decision shall be made within 120 days after the Chancellor received the request for appeal.~~

~~If the Board of Trustees decision is unfavorable to the employee, the employee may, within ten (10) days of receipt of the Board of Trustees decision, petition for a subsequent review of a decision pursuant to Section 609C of the UNC Code. Such petition must be transmitted to the President by the Chancellor.~~

### **65. CONDUCT OF EPA NON-FACULTY GRIEVANCE HEARINGS**

#### **A. EPA Non-faculty Grievance Committee**

The Chancellor shall appoint an EPA Non-Faculty Grievance Committee consisting of EPA non-faculty employees generally representative of the types and locations of EPA non-faculty positions in the institution. The Chancellor shall designate one member of the committee as Chair.

#### B. Mediation

At the discretion of the Chair, the grievant may be asked to consider mediation in an attempt to resolve the issue. ~~Any mediation may shall~~ be conducted by ~~the Chair or other a trained mediator who is not a~~ member of the EPA Non-faculty Grievance Committee ~~or by another mediator and who is~~ agreed ~~to upon~~ by both parties. Time frames for conducting grievance hearings are suspended during the period of mediation. The time period of mediation cannot exceed sixty (60) calendar days.

#### C. Grievance Hearing

Should mediation not be attempted or not resolve the issue, the Chair shall appoint a panel of not less than three members of the EPA Non-faculty Grievance Committee to hear the grievance.

The parties shall exchange lists of witnesses and copies of exhibits (documents) at least two (2) business days prior to the hearing. Each party shall bring eleven (11) copies of their exhibits to the hearing. Each party shall have a maximum of two hours. At least two days prior to the hearing, the grievant must advise the Chair if the grievant will have an attorney at the hearing. If the grievant has an attorney present, the administrator may have an attorney present.

The hearing shall be closed to the public. Formal rules of evidence as used in a court shall not apply; relevancy of evidence shall be determined by the Chair of the hearing committee. When in doubt, it is generally preferable to admit evidence. Except as herein provided, the conduct of the hearing is under the control of the committee chairperson. All proceedings shall be recorded by a court reporter; upon request, a copy thereof shall be furnished to the grievant.

On the day of the hearing, after calling the committee to order, the Chair shall read the reasons for discharge or the grievant's grounds for requesting the hearing. Non-party witnesses shall be excluded from the hearing, except while testifying.

In a discharge for cause hearing, the burden of proof shall be on the administrator of the employee's division or his/her designee. In all other types of hearings under this policy, the employee/former employee has the burden of proof. and -must meet that burden by the preponderance (greater weight) of the evidence.

The ~~individual grievant and the administrator/designee~~ shall have the right to counsel attending, ~~but not speaking out.~~ Both parties may to present the testimony of witnesses

and other evidence, to confront and cross-examine adverse witnesses and to examine all documents and other adverse demonstrative evidence and make argument. A party may offer all its documents (exhibits) at any time during the presentation of its case.

It is expected that the parties will be prepared when they arrive for the hearing. It is expected that one party will not interrupt the other party except for a compelling reason. ~~Formal rules of evidence shall not apply; relevancy of evidence shall be determined by the chairperson of the hearing committee. All proceedings shall be recorded; upon request, a copy thereof shall be furnished to the individual for a reasonable charge not to exceed the cost of producing the copy.~~

~~The burden of proof shall be on the Executive Officer, or the Executive Officer's designee of the employee's division, and he/she, with his/her counsel, may participate in the hearing to present evidence, cross-examine witnesses and make argument.~~

The grievant with the burden of proof goes first in a hearing. The grievant may make an opening statement. That party may then call a witness to answer questions. When the grievant concludes its questioning of the witness, the opposing party may then question the witness (cross-examination). At the conclusion of the cross-examination, the grievant may follow-up with questions limited to the subjects raised by the opposing party's questions. The grievant then calls its next witness, and the hearing proceeds as before. This process continues until the grievant has called all of its witnesses. Committee members may interrupt, at the Chair's discretion, to ask a witness questions. When the grievant concludes offering all of its witnesses, the turn shifts to the opposing party.

The administrator then may make its opening statement. He/she may then call a witness. When he/she concludes its questioning of the a witness, the grievant may then question (cross-examine) the witness. At the conclusion of that cross-examination, the administrator may ask follow-up questions limited to the subjects raised by the questions of the grievant. The administrator then calls its his/her next witness, and proceeds as before. This process continues until the administrator has called all of its his/her witnesses. Committee members may interrupt, at the Chair's discretion, to ask a witness questions.

When the administrator concludes presenting its his/her witnesses, the administrator may then make a closing argument. Next, the grievant may make its closing argument. When that concludes, the hearing is ended.

At the end of the hearing, the Grievance Committee shall consider the matter in closed session. The committee need consider only the evidence offered that it considers fair and reliable. The committee shall consider only the evidence presented at the hearing and such written or oral arguments as the committee, in its discretion, may allow. The committee shall make its written recommendations to the Chancellor within ~~ten~~ fourteen (104) calendar days after ~~its the~~ hearing concludes.

## **76. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy and intention of North Carolina A&T State University that there be equal employment opportunity and freedom from unlawful discrimination in all employment within the University. There shall be no discrimination in covered positions on the basis of race, color, national origin, sex, religion, creed, disability, veteran status or age.\* Employment in covered positions shall be conducted in accordance with all provisions of state or federal law or regulation prohibiting any such discrimination, and in accordance with the University's affirmative action policy.

\* Bona fide occupational qualifications or other exceptions to those general prohibitions, specifically provided for by State or Federal law are applicable to EPA positions.

## **87. PROTECTED ACTIVITY**

Employment in EPA non-faculty 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 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' policies in this regard, ~~as adopted on January 16, 1976, and Policy Section 300.5.1 et seq., as they~~ may be revised from time to time, shall apply to EPA positions.

## **98. HOLIDAY AND LEAVE ENTITLEMENT**

### A. Holidays

EPA non-faculty employees shall be subject to the same ~~number of days~~ State holidays as given to employees subject to the State Personnel Act.

### B. Annual Leave

#### 1) Basic Leave Policy

Annual leave is accrued at a monthly rate and is adjusted proportionately for a permanent, part-time employee who works ~~7550~~% time or more (~~0.7550~~- 0.99 FTE). 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. Monthly leave is earned when an employee works or is on approved leave with pay at least half the working days of a month. Scheduling of an employee's annual leave shall be subject to the approval of the employee's supervisor.

The maximum number of unused days of annual leave that an EPA employee may ~~accrue and~~ carry forward from one calendar year to the next shall be thirty (30) days.

Annual leave in excess of thirty (30) days will be automatically converted to sick leave at the end of the calendar year.

Annual Leave may not be advanced beyond the amount the employee will earn in the month of the request for advancement. If an employee separates from the University and has taken more annual leave than has been accrued, then the University will determine the amount of leave the employee must repay to the University and make all deductions from the employee's final salary check accordingly.

For SAAO Tier-IIs and EPA Professionals, An employee who has accrued unused annual leave upon ~~discontinuation-the ending~~ of employment ~~from-with~~ the University and who either does not request or is not eligible to transfer such accrued leave to another State or local governmental agency, shall be paid for such unused annual leave, subject to a maximum of thirty (30) days. The amount paid to an employee who has been employed an aggregate of twenty-four (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. An employee who has been employed for more than twenty-four (24) months shall be paid subject to a maximum of thirty (30) such days.

If an employee changes contract status from twelve (12) months to nine (9) months, then the employee's annual leave balance as of the effective date of the contract change will be paid out at the time of the appointment conversion. An employee who transfers inside the University to another leave earning EPA or SPA position shall have the annual leave balance transferred to that position.

The university will not accept transfer of annual leave or bonus leave from another UNC constituent institution or State or local agency. Any exception to this provision must be approved by the Chancellor.

## 2) Leave Earnings

The amount of annual leave to which a permanent full-time (1.00 FTE) EPA Professional or SAAO Tier-II employee shall be entitled to earn is twenty-four (24) workdays per year.

The amount of annual leave to which a permanent full-time (1.00 FTE) EPA SAAO-Tier I employee shall be entitled to earn is twenty-six (26) workdays per year.

With respect to an incumbent employee who was earning more than twenty-four (24) days per year as of July 1, 2001, such employee shall be entitled to continue to earn leave at that rate.

## C. Sick Leave

A permanent EPA non-faculty employee shall be subject to the same policies concerning sick leave as may be prescribed for employees subject to the State Personnel Act. An employee earns 1 day of sick leave a month, for an annual amount of 12 days.

If an employee changes<sup>ed</sup> contract status from twelve (12) months to nine (9) months subsequent to August 1, 2007, then the employee's sick leave balance as of the effective date of the contract change will be credited to the employee and remain available for use in accordance with the Faculty Serious Illness Policy, in case the employee returns to a leave earning position or for credit towards retirement. Consistent with the Resolution approved by the Board of Trustees, this provision does not apply retroactively to employees who have changed leave status prior to August 1, 2007.

An employee who transfers inside the University to another leave earning EPA or SPA position shall have the sick leave balance transferred to that position.

Appropriate uses for sick leave are prescribed in the State Personnel Manual, Section 5.

Sick Leave may not be advanced beyond the amount the employee will earn in the month of the request for advancement. If an employee separates from the University and has taken more sick leave than has been accrued, then the University will determine the amount of leave the employee must repay to the University and make deductions from the employee's final salary check accordingly.

#### D. Compensatory Pay or Time

Neither compensatory pay nor compensatory time is available to EPA Non-faculty employees who are not subject to the Fair Labor Standards Act. An employee subject to the FLSA must be paid overtime consistent with that statute. Compensatory Time cannot be earned or paid out.

#### E. Family and Medical Leave, Family Illness Leave, Civil Leave, Military Leave, Community Service Leave and Special Annual Leave Bonus

A permanent EPA non-faculty employee shall be subject to the same policies concerning family and medical leave, family illness leave, civil leave, military leave, community service leave and special annual leave bonus as may be prescribed for employees subject to the State Personnel Act.

#### F. Leave of Absence without Pay

##### 1) Senior Academic and Administrative Officers-Tier I

A senior officer who desires a leave of absence for an interval of ninety (90) days or less must obtain the approval of the President, who shall report all such arrangements



to the Board of Governors. A leave of absence for a period exceeding ninety (90) days shall require the approval of the Board of Governors.

2) Senior Academic and Administrative Officers-Tier II and EPA Non-faculty Professions

A permanent EPA Non-faculty employee may request a leave of absence without pay, subject to approval of such leave by the Chancellor or Chancellor's designee, as applicable.

G. Voluntary Shared Leave

A permanent EPA non-faculty employee shall be subject to the same provisions concerning shared leave as are applicable 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.

H. Educational Entitlement

A permanent EPA non-faculty employee is entitled to the same opportunities as other University employees to invoke the privilege of tuition waiver conferred by ~~N.C.G.S. §116-143~~ UNC Policy 1000.2.2.

**109. STATUTORY AND OTHER RULES OF EMPLOYMENT**

A. Privacy of Personnel Records

An EPA non-faculty employee has the protections of and is subject to the provisions of Article 7 of N.C.G.S.126, entitled "The Privacy of State Employee Personnel Records."

B. Employment Preference for Veterans

An EPA non-faculty employee has the protections of and is 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.

C. Employment of Related Persons

An EPA non-faculty employee is subject to the policy concerning employment of related persons ~~as adopted by the Board of Governors on April 13, 1973~~, UNC Policy 300.4.2, and as it may be revised from time to time.

D. Retirement

An EPA non-faculty employee may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes (~~"Retirement System of Teachers and State Employees"~~). Nothing in this policy shall prevent an employee from retiring or an administrator with faculty retreat rights from participating in phased retirement consistent with existing policies.

E. Improper Relationships

An EPA non-faculty employee is subject to the policy and guideline concerning Improper Relationships between Students and Employees ~~as adopted by the Board of Governors on March 15, 1996, UNC Policy 300.4.1 and 300.4.1.1[G],~~ and as ~~it they~~ may be revised from time to time.

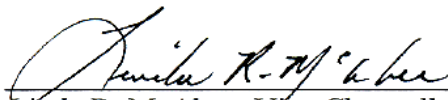
F. Non-Salary and Deferred Compensation

An EPA non-faculty employee is subject to the policy concerning Non-Salary and Deferred Compensation ~~as adopted by the Board of Governors on September 8, 2005, UNC Policy 300.2.14,~~ and as it may be revised from time to time.

G. Conflicts of Interest and Commitment

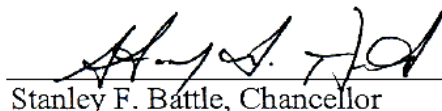
An EPA non-faculty employee is subject to the policy and regulation concerning Conflicts of Interest and Commitment Affecting Faculty and Non-Faculty EPA Employees ~~as adopted by the Board of Governors on April 16, 1993, UNC Policy 300.2.2 and 300.2.2.1[R],~~ and as ~~it they~~ may be revised from time to time.

Approved:



Linda R. McAbee, Vice Chancellor for Human Resources

Date: 1/10/08



Stanley F. Battle, Chancellor

Date: 1/10/08