

**ELIZABETH CITY STATE UNIVERSITY**  
**Employees Exempt from the State Human Resources Act (EHRA) Policy**

**Preamble**

This personnel policy for Employees Exempt from the State Human Resources Act (EHRA) at Elizabeth City State University (ECSU) is adopted pursuant to the requirements of UNC Policy 300.2.1 for EHRA employees. To the extent that any provision of this policy conflicts with the UNC Policy No. 300.2.1 for EHRA employees, the UNC policy statement shall control.

**1. Scope and Applicability of Employment Covered by These Policies**

**A. Scope of Category**

Employment positions at ECSU that are covered by these policies (hereinafter “covered positions”) are those positions that are not subject to the State Human Resources Act (N.C.G.S. Chapter 126) and are not otherwise categorized. This category does not include: (1) faculty positions subject to ECSU’s Promotion and Tenure Policy; (2) positions within administrative categories of employment subject to N.C.G.S. §116-11(4), N.C.G.S. §116-11(5), or N.C.G.S. §116-14; (3) positions within the “physicians or dentists” category under N.C.G.S. §126-5 with faculty appointments; and (4) ECSU students who are employed incident to their status as students, as in graduate teaching assistantships or work-study positions. Those areas of institutional activity (as identified in the Uniform Chart of Accounts) that may include covered positions are:

- Instruction
- Organized Research
- Agricultural Research
- Agricultural Extension Service
- Public Service
- Academic Support
- Student Services
- Student Health Service Physicians (without faculty appointments)
- Institutional Support
- Area Health Education Careers
- Library

**B. Applicability of Policy**

This policy applies to all permanent covered positions at ECSU.

## **2. Appointments to Covered Positions**

### **A. Letters of Appointment**

Every appointment to a covered position at ECSU shall be made by the Chancellor by means of a letter of appointment that fulfills the requirements of this Section 2.

### **B. Contents of Letters of Appointment**

Every letter of appointment to a covered position shall include: (1) the title of the position; (2) the initial salary; (3) provision for periodic review of compensation;<sup>1</sup> (4) provision consistent with Sections 2.C. and 2.D., below, if contingencies based on availability of funding are applicable; (5) the annual leave entitlement of the employee; (6) notice that the employment conferred 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 (7) notice that the employment is subject to these policies (viz., ECSU policies adopted pursuant to Section 9 of this policy), as originally adopted and as they may be periodically revised from time to time, and a copy of this policy shall be attached to the letter of appointment.

### **C. Positions Funded From Sources Other Than Continuing State Budget Funds or Permanent Trust Accounts**

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 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, shall specify the source of such funds, and shall state that the effect of such contingency may apply without the additional notice otherwise required by Section 3.A., 3.B., and 3.C.; provided, that the affected employee shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

### **D. Employees Who Serve Simultaneously in Covered and Non-Covered Positions**

1. When an employee is to serve simultaneously in both a covered position and a position of employment at ECSU not covered by these policies, with the result that two different prescriptions may appear to obtain 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

---

<sup>1</sup> Subject to any compensation policies adopted by the Board of Trustees.

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 this policy, 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 employment at ECSU, 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 employment shall specifically describe the different rights, duties, and compensation for each position and the relationship, if any, between the two positions.

2. 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, since the operation of any such contingencies may be independent.
3. 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.

### **3. Discontinuations of Employment in Covered Positions**

#### **A. Discontinuation of Appointment with Notice or Severance Pay**

Employment within a covered position that is established by the letter of appointment to be an 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 3.D.) shall be subject to advance timely notice of discontinuation or the payment of severance pay, in calendar days, as follows: (1) during the first year of service, not less than 30 days notice prior to discontinuation of employment or the payment of severance pay for 30 days; (2) during the second and third years of service, not less than 60 days notice prior to discontinuation of employment or the payment of severance pay for 60 days; and (3) during the fourth and all subsequent years of continuous service, not less than 90 days notice prior to discontinuation of employment or the payment of severance pay for 90 days.

The determination of whether the employee shall receive notice of discontinuation of the appointment or severance pay shall be in the sole discretion of the Chancellor or Chancellor’s designee.

## **B. Expiration of Term Appointment**

Employment within a covered 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 ECSU, by written notice satisfying the requirements of Section 2. If ECSU intends not to renew or extend the term contract, (1) with respect to a term of one year or less, no notice of intent not to renew shall 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 at least 60 days prior to this 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 at least 90 days prior to the expiration date of the term. Failure to provide written notice as required in subsections (2) and (3) shall result in the automatic extension of employment for a period, respectively, of either 60 days or 90 days, beyond the scheduled expiration date of the term.

## **C. Termination of Employment Because of 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 (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 ECSU 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.

## **D. Discharge for Cause (This Subsection is Effective Until September 1, 2009)**

Any employee occupying a covered position may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation with notice (Section 3.A.), automatic expiration of term (Section 3.B.) and termination (Section 3.C.) 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 employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to invocation by the affected employee of the grievance procedures of Section 4 of these policies. When an employee occupying a covered position has been notified of the intention to discharge for cause, the Chancellor or Chancellor's designee may suspend the employment at any time and continue the suspension until a final decision concerning discharge has been reached by the procedures prescribed herein; the power to suspend shall be invoked only in exceptional circumstances and such suspension shall be with full pay.

**D. Discharge for Cause** (This Subsection is Effective for Personnel Actions Taken on and After September 1, 2009)

Any employee occupying a covered position may be discharged for stated cause. Discharge for cause is to be distinguished from discontinuation with notice (Section 3.A.), automatic expiration of term (Section 3.B.) and termination (Section 3.C.). 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 employment. Discharge for cause is to be preceded by written notice of intent to discharge and is subject to invocation by the affected employee of the review procedures of Section 4 of this policy. When an employee occupying a covered position has been notified of the intention to discharge for cause, the Chancellor or Chancellor's designee may suspend the employment at any time and continue the suspension until a decision concerning discharge is final; any suspension shall be with full pay. If the 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 the Board of Trustees in accordance with Section 611 of *The Code*. No provision of this Policy No. 200.3.4 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. Review of Employment Decisions and Grievances** (This Section is Effective Until September 1, 2009)

ECSU has adopted and publicized procedures (Grievance Procedures for Employees Exempt from the State Human Resources Act (EHRA) 200.3.5) under which employees in covered positions may secure review of decisions concerning discharge for cause or other disciplinary action, or of grievances concerning the interpretation and application of any provision of this policy; provided, however, that grievances concerning discontinuations or terminations of employment with notice, pursuant to Section 3.A., 3.B., or 3.C., may be brought only upon allegations of violations of applicable notice requirements or violations of any provision of Section 5 or 6 of this policy. Decisions reached pursuant to such

grievance procedures concerning the discontinuation or termination of employment may be had in accordance with the provisions of Section 609 of *The Code*.

**4. Reviews (This Section is Effective for Personnel Actions Taken On or After September 1, 2009)**

- A. ECSU has adopted and publicized procedures (Grievance Procedures for Employees Exempt from the State Human Resources Act (EHRA) 200.3.5) under which employees in covered positions may secure review of decisions concerning discharge for cause or other disciplinary action, or review concerning the interpretation and application of any provision of this policy; provided, however, that reviews concerning discontinuations, expiration of term appointments, or terminations of employment with notice, pursuant to Sections 3.A., 3.B., or 3.C., may be brought only upon allegations of violations of applicable notice requirements or violations of any provision of Section 5 or 6 of this policy.
- B. Decisions reached pursuant to such review procedures concerning the discontinuation, expiration of term appointment, or termination of employment may be had in accordance with the provisions of Section 611 of *The Code*.

**5. Equal Employment Opportunity**

It is the policy and intention of ECSU that there be equal employment opportunity and freedom from unlawful discrimination in all employment within the University, as set out in Section 103 of *The Code*.<sup>2</sup> Employment in covered positions shall be conducted in accordance with all provisions of state or federal law or regulations prohibiting any such discrimination, and in accordance with applicable affirmative action plans.

**6. 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 employees in covered positions 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 concerning political activity, Policy § 300.5.1., *et seq.* as they may be revised from time to time, shall apply to positions covered by those policies.

---

<sup>2</sup> Bona fide occupational qualifications or other exceptions to those general prohibitions, specifically provided for by State or Federal law, may be applied to covered positions.

## **7. Holiday and Leave Entitlement**

### **A. Holidays**

Employees in covered positions shall be subject to the same State-prescribed holidays given employees subject to the State Human Resources Act.

### **B. Annual Leave<sup>3</sup>**

#### **1. Basic Leave Policy**

The amount of annual leave to which a permanent full-time employee (1.00 FTE) in a position covered by this policy shall be entitled to accrue is 24 workdays per year. Annual leave is accrued at a monthly rate and is adjusted proportionately for permanent part-time employees who work halftime or more (.50-.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. Under this policy, ECSU defines a year as “calendar year” (January 1 – December 31). The scheduling of an employee’s annual leave shall be subject to the approval of the employee’s supervisor. With respect to any incumbent employee who is earning more than 24 days per year as of the date this policy becomes effective, such employee shall be entitled to continue to earn leave at the current rate.

The maximum number of unused days of annual leave that may be carried forward from one year to the next shall be 30 workdays. Annual leave in excess of 30 days will be automatically converted to sick leave at the end of the year.

#### **2. Transfer of Accrued Annual Leave**

ECSU, as the receiving institution, will accept balances of unused annual leave from other UNC constituent institutions, state or local agencies in the same manner as employees who are subject to the State Human Resources Act (SHRA.) Upon discontinuation of employment from ECSU, an employee may either elect a payout of accrued annual leave in accordance with Section 7.B.4 below or transfer the remaining balance of any unused annual leave to another State or local governmental agency, subject to the receiving agency’s approval.

---

<sup>3</sup> Effective July 1, 2001.

### **3. Advancement of Annual Leave**

Under this policy, with approval by the employee's supervisor, an employee may be advanced the amount of leave that can be accrued during the remainder of the year. If an employee separates from ECSU and has taken more annual leave than has been accrued, ECSU must determine the amount of leave that the employee must repay to the institution and make deductions from the employee's final salary check accordingly.

### **4. Payout of Accrued Annual Leave**

An employee in a position covered by this policy who has accrued unused annual leave upon discontinuation of employment from ECSU and who either does not elect or is not eligible to transfer such accrued leave to another State or local governmental agency, shall be paid for such unused annual leave. The amount paid to an 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. An employee who has been employed for more than 24 months shall be paid subject to a maximum of 30 such days. If the employee is no longer covered by this policy due to a change in employment status, the amount of annual leave accrued shall be paid subject to the provisions above.

### **C. Sick Leave, Family and Medical Leave, Family Illness Leave, Civil Leave, Military Leave, and Community Service Leave, and Special Annual Leave Bonus**

Employees in positions covered by this policy shall be subject to the same policies concerning sick leave, family and medical leave, family illness leave, civil leave, military leave, community service leave, and special annual leave bonus (awarded to employees in leave earning status on 9/30/02) as may be prescribed for employees subject to the State Human Resources Act. However, with respect to sick leave, subject to institutional policy and approval by the employee's supervisor, an employee may be advanced the amount of sick leave that can be accrued during the remainder of the year.

### **D. Leave of Absence Without Pay**

Employees in positions covered by this policy may request a leave of absence without pay, subject to approval of such leave by the supervisor and/or Chancellor.



### **E. Voluntary Shared Leave**

Employees in positions covered by this policy shall be subject to the same provisions concerning shared leave as are applicable to employees subject to the State Human Resources Act with the exception that the donation and acceptance of such leave shall be computed on the basis of days rather than hours.

### **F. Educational Entitlement**

Employees in covered positions are entitled to the same opportunities as other ECSU employees to invoke the privilege of tuition waiver conferred by ECSU Policy 200.1.5.

## **8. Statutory and Other Rules of Employment**

### **A. Privacy of Personnel Records**

Employees in covered positions enjoy the protections of and are subject to the provisions Article 7 of N.C.G.S. 126 entitled "The Privacy of State Employee Personnel Records."

### **B. 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, 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**

Employees in covered positions are subject to ECSU Policy 200.3.6 concerning employment of related persons, and as it may be revised from time to time.

### **D. Retirement**

Employees in covered positions may retire in accordance with the provisions of Chapter 135 of the North Carolina General Statutes.

## **9. Implementation**

The ECSU Board of Trustees shall adopt personnel policies for covered positions within the institution that are consistent with all provisions of this policy. Any proposed provision in an institutional policy statement that in any manner adds to or modifies the provisions of this policy must be submitted for review and approved by the President prior to its adoption and implementation.