

## Terms and Conditions of University Staff Employment

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**Contact Office**

[UVA Human Resources](#)

**Oversight Executive**

[Vice President and Chief Human Resources Officer](#)

**Applies To**

Academic Division The College at Wise

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### Reason for Policy

The University is committed to hiring a diverse workforce whose knowledge, skills, and abilities support the University's mission of teaching, research, and public service. The University Staff system created under the authority of the Restructuring Act encompasses a broad variety of employment types. This policy identifies those categories of University Staff employment and the terms and conditions associated with each.

### Definition of Terms

#### **Executive & Senior Administrative Staff (E&SA)**

University staff employees on limited term appointments having significant administrative responsibilities and duties and exercising considerable independent discretion and having the ability to commit the University to a long-term course of action. This category includes:

- University Executive officers including Executive Vice Presidents, Vice Presidents, and the Athletic Director but excluding academic administrators (whose primary responsibility is administrative but who oversee an academic or academic-support unit of the institution) such as the Provost, Deans, University Librarian, and VP Research.
- The President's direct reports.
- Senior administrative officers with a direct reporting line to any of executives named above, academic administrators, or Presidential professional staff, for example, Associate or Assistant Vice Presidents, Associate or Assistant Deans with administrative responsibilities, Vice Provosts with administrative responsibilities, Executive Directors, Directors, or other key senior staff.
- Head and Associate Head Coaches/Coordinators on individually negotiated contracts.

### **Individually Negotiated Contracts**

An agreement between the employee and the University that sets forth employment terms and conditions.

### **Limited Term Appointment**

A University Executive & Senior Administrative staff position having a defined term renewable for successive terms, usually ranging from one to three years.

### **Managerial & Professional Staff Employee (M&P)**

University staff employees who manage a division or subdivision of a major academic or administrative unit and/or exercise significant knowledge, discretion and independent judgment gained through advanced education or experience. This category includes coaches, other than Head or Associate Head Coaches/Coordinators, on individually negotiated contracts. M&P Staff are typically exempt employees under the provisions of the Fair Labor Standards Act (FLSA), and therefore not subject to the FLSA provisions governing the payment of overtime.

### **Operational & Administrative Staff Employee (O&A)**

University staff employees performing office, laboratory, student, and library support; building construction and maintenance; equipment services; public safety; and other operational responsibilities. O&A Staff are typically non-exempt employees under the provisions of the *Fair Labor Standards Act* (FLSA), and therefore are subject to the FLSA provisions governing the payment of overtime.

### **Probationary Period**

The period of initial employment (typically 12 months), that provides the employee and the University the opportunity to assess whether the employee is suited for the position.

### **Restricted Position**

A University Staff position that is either:

1. Created to complete a specific function or project within a defined period of time and has a required system end date established at the time of hire or as subsequently extended.
2. Funded wholly or in part from non-continuous or non-recurring funding sources (e.g., grants, donations, contracts) and contingent on the continued availability of funding, the cessation of which for any reason results in the abolition of the position.

## University Staff Employees (University Staff)

Those salaried, non-faculty employees hired on or after July 1, 2006, and those salaried non-faculty employees and administrative and professional faculty electing to participate in the UVA Human Resources System established by the Board of Visitors under the authority granted by the *Restructuring Act* and the *Management Agreement*. (The term “University Staff Employee” includes all three categories of University staff employees - Operational & Administrative, Managerial & Professional, and Executive & Senior Administrative.)

## Management Agreement

The [agreement](#) between the University and the Commonwealth required by Subsection D of § 23.1-1004 of the *Restructuring Act*.

## Restructuring Act

The [Restructured Higher Education Financial and Administrative Operations Act](#), Chapter 10 of Title 23.1 of the Code of Virginia.

## Policy Statement

The terms and conditions of University Staff employees are dependent on the category of University Staff employment, and whether the employee is full- or part-time, and whether the position is restricted, includes a probationary period, has a limited term appointment, or an individually negotiated contract. Eligibility for health care benefits, retirement plan options, leave accrual, access to the grievance procedure, and layoff and severance benefits are specific to the employee’s category of staff employment. Changes to an employee’s category of staff employment can result in changes to the employee’s terms and conditions.

All University Staff employees must competently perform their assigned duties in compliance with state law and applicable University policies, including avoiding and disclosing in a timely manner conflicts of interests and adhering to the [University Code of Ethics](#).

The University may, at any time, establish additional terms and conditions of employment for University Staff employees that are not in conflict with federal or state law.

### 1. Full- and Part-time Status of the Position:

University Staff employees may be employed either full- or part-time based on the scheduled number of hours of work of their position. Whether a position is full-or part-time affects compensation, certain benefits, leave and holiday hours.

Full-time employees who work:

- 40 hours per week, receive full compensation and benefits and may qualify for the [Supplemental Benefits Credit](#).
- 30 – 39.9 hours per week, receive a prorated salary and leave and full health care benefits, and may qualify for the Supplemental Benefit Credit.

Part-time employees who work:

- 20 – 29 hours per week, receive compensation and leave prorated based on the number of hours scheduled for their position; a 50% subsidy towards the employer cost of the health insurance premium; and may qualify for the [Supplemental Benefits Credit](#).

Part-time status affects layoff and severance benefits.

(Note: Employees who work < 20 hours per week, receive compensation prorated based on the number of hours worked and are considered wage employees. Wage employees are not eligible for leave or other benefits.)

## 2. **Restricted Positions:**

Restricted positions exist in both the Managerial & Professional and Operational & Administrative categories of University Staff. The terms and conditions of employment for employees in restricted positions are generally the same as for other University staff positions, except that:

- Employees in positions designated as restricted have access to the placement provisions of the policy [HRM-015: Layoff for University Staff Employees](#), only if their immediate prior service (i.e., with no break) was as a full-time non-restricted University Staff employee. Employees in restricted positions are treated separately in the layoff process and therefore may be laid off earlier in the sequence than employees in non-restricted positions.
- Full-time employees in restricted grant-funded positions are eligible to receive severance benefits ONLY if the funding source has agreed to assume all financial responsibility in its written contract with the University. Employees in restricted positions are eligible to receive severance benefits according to the same criteria as other University staff if laid off prior to the end of the contract.

Employees hired into restricted positions must be informed in writing of: (1) the position's contingent nature at the time of hire or as subsequently extended and (2) associated benefits. The employee must acknowledge this notification in writing.

## 3. **Probationary Status:**

The terms and conditions of employment require that Operational & Administrative staff employees serve a probation period.

The terms and conditions of employment require that Managerial & Professional staff employees serve a probation period except for those hired on individually negotiated contracts who do not serve a probation period.

The terms and conditions of employment do not require Executive & Senior Administrative staff to serve a probation period because of their limited term appointments.

(For more information, see policy [HRM-020: Probationary Period for University Staff Employees](#)).

#### 4. **Resignations, Suspensions, and Terminations:**

University Staff wishing to resign or transfer to another area of the University must give written notice as far in advance as possible. Ordinarily the minimum acceptable notice is two pay periods.

For suspension or termination of M&P and O&A staff, see policy [HRM-014: Standards of Conduct for University Staff Employees](#).

For suspension or termination of Executive & Senior Administrative staff, see [Section 5d](#) below.

#### 5. **Limited Term Appointments:**

The University reserves the right to renew or not renew the appointments of University staff in the Executive & Senior Administrative Staff category when such appointments expire. University Staff in Executive & Senior Administrative positions serve limited term appointments of typically one to three years. Any initial appointment in excess of three years must be approved in advance by the President. (Note: The Board of Visitors has the power to elect, with the concurrence of the President of the University, the Vice Presidents of the University and the Chancellor of the University of Virginia College at Wise. Section 2.4, #24 of the [BOV Manual](#).)

Employees in the Executive & Senior Administrative staff category are not covered under the policies for layoff and severance.

- a. **Expectation of Continued Employment (ECE):** Administrative and Professional faculty electing to participate in the University Staff Human Resources System, having already earned the Expectation of Continued Employment and categorized as Executive & Senior Administrative Staff (See policy [HRM-003: Employment of Administrative or Professional General Faculty Members, Section VII.](#)) will retain ECE status after becoming University Staff. As University Staff, these employees retain ECE status, have a limited term appointment, and will normally be reappointed to a term commensurate with the term just completed, so long as the services to the University continue to be of the type and scope requiring the University Staff employee's high level of professional skills, and the employee maintains a level of productivity and effectiveness expected of such positions.
- b. **Reappointment:** University staff holding limited appointments may qualify for reappointment if they meet the performance standards established for them by their supervisors; however, there is no presumption of, or an entitlement to, a reappointment, nor a guarantee of continued employment. Reappointment is based upon the current appointment, not previous employment under a different employee status. Terms of reappointment are from a minimum of one year to a maximum of five years. Any reappointment greater than three years must be approved by the President in advance.

Those University staff employees holding limited term appointments who are recommended for reappointment should receive written notice within three months prior to the expiration of the appointment. If written notice is not received by the expiration of the current appointment, the employee's term will automatically be extended for one year. At the end of the one-year extension, if written notice has not yet been provided, the appointment is terminated by UVA Human Resources.

c. **Non-Reappointment:** Notice of non-reappointment must be given in writing by the supervisor or unit head. University Staff employed:

- Two years or more should receive notice of non-reappointment six months before the expiration of their current appointment. Regardless of when they receive the written notice, they are entitled to six months of employment following that notice.
- Less than two years should receive notice of non-reappointment a minimum of three months prior to the expiration of their current appointment. Regardless of when they receive the written notice, they are entitled to three months of employment following that notice.

The notice period may be served as time worked or equivalent salary, at the discretion of the supervisor.

d. **Suspension/Termination:** Those University Staff employees holding limited term appointments may be suspended or terminated before the end of their appointments under the following circumstances:

- i. *Just Cause:* University Staff employees holding limited term appointments may be terminated for just cause. Causes for suspension or termination shall include but are not limited to: unethical or unlawful conduct, misappropriation of funds, misconduct that interferes with the capacity of the employee to perform effectively, falsification of credentials or experience, and failure or refusal to comply with applicable University policies, rules and regulations. University Staff employees holding limited appointments and terminated for just cause are not eligible for the notice afforded to those terminated due to non-reappointment (see above).

Suspension or termination for cause must be preceded, where feasible, by written notice of the specific cause or causes for the suspension or termination, the effective date of the suspension or termination, and a reasonable opportunity to respond.

University Staff employees with limited appointments may be required to vacate the premises of the University, if in the reasonable discretion of their supervisor, and with approval of the responsible Dean or Vice President, such action is necessary to prevent injury, damage, or disruption. The required notice, explanation, and opportunity to respond must be provided as soon as reasonable after the employee has vacated the premises.

- ii. *Abolition of Position:* In the event that a University Staff position with limited appointment is abolished and reassignment is not feasible, the Staff employee may be terminated. Reasons for abolishing a position may include, but are not limited to, reduction or elimination of specific services for which the incumbent was employed; or reorganization, consolidation or discontinuance of a department. A staff employee on a limited term appointment whose position has been abolished, shall receive one month's notice for each year of service subject to a minimum of six months' notice and a maximum of 12 months' notice.

## 6. **Individually Negotiated Contracts:**

University Staff employed as a result of individually negotiated contracts containing terms different from

the terms and conditions contained in this policy, are governed by the terms of those individually negotiated contracts. The employment terms contained in such contracts which have been approved by the appropriate University officer, and which are not otherwise in violation of law or policies of the Board of Visitors, shall supersede this policy.

#### **7. Compliance with Policy:**

Failure to comply with the requirements of this policy may result in disciplinary action up to and including termination in accordance with relevant University policies.

Questions about this policy should be directed to [UVA Human Resources](#).

### **Related Information**

[HRM-003: Employment of Administrative or Professional General Faculty Members](#)

[HRM-015: Layoff for University Staff Employees](#)

[HRM-016: Severance Benefits for University Staff Employees](#)

[HRM-018: Performance Management for University Staff Employees](#)

[HRM-020: Probationary Period for University Staff Employees](#)

[HRM-027: Resolving Grievances for University Staff Employees](#)

[HRM-043: Addressing Grievances for Administrative and Professional Non-Tenure-Track Faculty State Grievance Procedure](#)

**Major Category** [Human Resource Management](#)

**Next Scheduled Review** Sunday, June 1, 2025

### **Revision History**

Minor edits Section 5.b and c 1/12/24; Minor edit 6/1/22; Added Compliance section 7/20/21; Deleted retired form from Section 2 and Procedures 5/27/20; Revised 7/8/16, 3/1/13, 1/15/10, 1/12/10.

### **Applies To Text**

Academic Division and the College at Wise.

### **Policy Summary**

The terms and conditions of University Staff employees are dependent on the category of University Staff employment. University Staff employees fall into one of three categories: Executive & Senior Administrative, Managerial & Professional, and Operational & Administrative.

**Last modified** February 20, 2024 - 1:10pm

**Approved By** Executive Vice President and Chief Operating Officer

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