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KEAN UNIVERSITY LOCAL 2187 NL AGREEMENT

Letter of Agreement #107: Compensatory Time for Professional Staff in NL (Non-Limited) Job Titles

According to the New Jersey Annotated Codes (N.J.A.C.) 4A:6-2.3(b)-1:

“(b) Non-limited titles are those titles having irregular or variable work hours. Such titles shall be designated as follows:

Non-limited (NL) titles are those titles in which employees work at least a 35-hour workweek with occasional requirements for a longer workweek to complete projects or assignments.”

The main premise of this Letter of Agreement is that non-limited does **not** mean unlimited. There is plenty of support for this position even beyond the above N.J.A.C. definition. In the regulations of the Department of Personnel covering professional staff in NL positions, NL is contrasted to fixed workweeks of 35 and 40 hours. NL titles are one salary range higher than 35-hour workweek titles and one salary range lower than 40-hour workweek titles. Clearly, NL does not mean that an employee can be asked to work so much extra time on a regular basis that he or she ends up in the 40-hour workweek category. The standard workweek for most professional staff is 35 hours and deviations beyond that are the exception and not the rule.

Furthermore, consistent with basic fairness and the principle that people should be paid for the work that they do, when employees are required to work overtime, they must be compensated for the extra work that they do. For employees in NL titles, that compensation should be in the form of compensatory time off. This too is provided for in the New Jersey Annotated Codes (N.J.A.C.) in 4A:3-5(d)-2, which provides in pertinent part:

“Employees in non-limited titles (NL, NE) who meet unusual work time requirements may, at the discretion of the appointing authority, be compensated through either a provision for flexible work patterns or a grant of comparable amounts of time off to a maximum of one hour for each hour of unusual work time...”

Thus, the regulations provide, at a minimum, that compensatory time is an appropriate way of dealing with unusual work requirements. This means that a college/university may not unreasonably deny compensatory time and has the authority to grant it on an hour for hour basis.

The purpose of this Letter of Agreement is to define the terms and conditions for compensating professional staff in NL job titles in the event that they are required to work overtime.

For the purposes of this Letter of Agreement, the parties agree that an “immediate supervisor” shall be construed as that supervisory, management-level person not included in the State College/University negotiating unit who is first reached in the normal chain of command leading from the employee.

A. Eligible Employees

An employee in an NL title who meets unusual work-time requirements shall be compensated through either flexible work schedules or compensatory time off.

1. Flexible work schedules shall be earned for hours worked beyond the normal work day.

2. Compensatory time shall be earned for hours worked on an employee's scheduled/normal day off.

B. Notice of unusual work time requirements

1. When an employee is expected to meet a work requirement that will extend significantly beyond the usual hours of the normal working day or work week, the supervisor shall inform the employee of the need for the extra hours beyond the normal working day or work week as soon as possible prior to the need for the work.
2. The supervisor shall give one (1) work week's notice to an employee for work on the employee's normal days off except when not reasonably possible. Based on operational needs, such exceptions may be on a case by case basis.
3. Otherwise, on a case by case basis the supervisor shall inform the employee as soon as possible prior to the need for work beyond the normal workweek.

C. Compensatory and flexible time off

1. If an employee is assigned work that will extend beyond the normal workweek (i.e., employee's scheduled/normal day off), compensatory time shall be calculated at an hour for hour rate for such hours worked on normal days off.
2. If an employee is assigned work on a normal day off, the employee shall be assigned a minimum of three and one-half (3 ½) hours of work.
3. Flexible time off shall be granted on an hour-by-hour basis for each hour worked beyond a normal work day. Flexible time off shall be taken within one pay period when practicable and may extend up to but no more than two pay periods on a case-by-case basis.

D. Arranging for compensatory time off

1. Compensatory time shall be taken within sixty (60) working days of accrual unless otherwise agreed to by the affected employee and his/her supervisor.
2. In the event that the sixty (60) working day limit requires that compensatory time be taken during a period when the office workload is heavy, such compensatory time off may be postponed to a period when the workload is lighter.
3. By mutual agreement, the supervisor shall meet with the employee and shall schedule the employee's compensatory time off. The schedule of compensatory time off shall be by mutual agreement between the supervisor and the employee.
4. If the employee and his or her supervisor cannot agree on a plan for compensatory time off or cannot agree on a time to meet, the employee may present the supervisor with a written plan for compensatory time off.
5. In the event that an employee creates a plan for compensatory time off, the supervisor

shall, within three (3) working days of the receipt of such a plan, accept the plan or provide a written explanation for his or her rejection of the plan.

6. The employee may appeal a rejection of his or her plan to the next higher-level supervisor. In the event that the next level supervisor denies the plan, the employee may appeal that denial to the "*Union-Administration Review Panel on Compensatory Time Disputes*". The panel shall provide a written recommendation to the President of the University or his/her designee to either accept the plan or reject the plan.

7. The President or his/her designee shall consider the Panel's recommendation. The President or his/her designee within three (3) working days of the receipt of the recommendation shall decide to accept the plan or provide a written explanation for his or her rejection of the employee's plan. In the event that the President or his/her designee denies the employee's plan, he/she shall notify the employee in writing within three (3) working days of the receipt of the plan as to his/her acceptance or rejection of the plan.

8. Nothing herein shall be construed to mean that the employee loses compensatory time off if the President or his/her designee denies approval of the employee's plan for using compensatory time off. The employee may carry over compensatory time off according to the provisions of Section F.2 below.

E. Union-Administration Review Panel on Compensatory Time Disputes

1. On an *ad hoc* basis, the University and the Union agree to designate two representatives from the Administration and two representatives from the Union who shall be charged to review compensatory time appeals for the purpose of making a recommendation on the disposition of the appeal to the President. The panel shall meet within one work week to consider the appeal. The panel shall provide written notice of its recommendation to the employee and forward its written recommendation to the President within three (3) working days after the conclusion of its deliberations.

F. Recording compensatory time off

1. The work unit shall submit the University's compensatory time sheet with the supervisor's signature to the Office of Human Resources, which shall maintain records of compensatory time accrued and used.

2. The work unit shall submit the University's compensatory time sheets to the Office of Human Resources in a manner consistent with the University's bi-weekly payment schedule.

3. Compensatory time off shall be taken within one calendar year of its accrual. If the parties agree that the one (1) calendar year limit is not practicable, by mutual agreement the limit may be carried over to the next calendar year on a case-by-case basis.

4. In the event that an employee is transferred from one work unit to another, he/she shall not lose recorded compensatory time.

5. In the event of an employee's planned separation and/or retirement for the University, all recorded compensatory time off shall be used prior to the effective date of separation and/or

retirement.

6. Official records of compensatory time accrued and maintained in the Office of Human Resources prior to the implementation of this agreement shall be honored.

G. Minimum standard

1. This Letter of Agreement establishes a minimum standard for the assignment of compensatory time off. Where current practices exceed the terms and conditions outlined here, they are to be kept in place. Nothing in this document should be construed to prevent a supervisor and an employee, by mutual agreement, to develop a system of compensatory time off that exceeds the terms and conditions outlined here.

The parties agree to meet by no later than June 30, 2007 for the purpose of addressing contract administration issues pursuant to this Letter of Agreement # 107: Compensatory Time for Professional Staff in NL (Non-Limited) Titles. This agreement supercedes the document signed on June 6, 2005.

For the University:

For the Union:

Philip Connelly

Charles P. Kelly

Vice President Administration
of Administration and Finance

KFT Local 2187, AFT, AFL-CIO
Negotiations Chair

Date

Date

Statement on Exempted NL Employees

The Union and the University agree that certain NL employees are assigned working hours that do not conform to a normal, Monday through Friday workweek.

The Union and the University agree to exempt such employees from this agreement until such time that the parties negotiate compensatory time guidelines appropriate to the unusual work schedule of said exempted NL employees.

The Union and the University agree that for the purposes of this statement, exempted NL employees are:

Coaches and Athletic Trainers in the Department of Athletics

Residence life professionals

Wilkins Theatre and Little Theatre

Certain University Relations Employees who are subject irregular work weeks

MSU Local 1904 NL Agreement

8.13 NON-LIMITED TITLES

Members of the bargaining unit who are not full-time teaching faculty and whose professional responsibilities require a variable work pattern, were formerly categorized by Civil Service regulations as serving in "NL" (non-limited) titles.

8.13.1 WORKLOADS

The University and the Union recognize that such employees should be assured reasonable workload assignments and appropriate compensatory time off when their variable work pattern results in time worked significantly beyond the ordinary work week. To that end the University and the Union agree that:

8.13.2 USUAL WORK WEEK

Past practice at Montclair State University ordinarily defines the usual work week of NL employees as thirty-five (35) hours distributed over no more than five (5) days. There are occasions when the time required to meet the usual work expectations of the position will extend beyond these usual hours and times.

8.13.3 WORK BEYOND USUAL HOURS

8.13.3.1 When the work requirement is significantly beyond the usual hours for a given position, the supervisor will inform the employee of the expectation.

8.13.3.2 Whenever possible, the supervisor will inform the employee ten (10) working days prior to the need for work beyond the ordinary work week.

8.13.3.3 Otherwise, the supervisor will inform the employee as soon as possible prior to the need for work beyond the ordinary work week.

8.13.3.4 When the work extends to any part of a day outside the usual work schedule for that position, the employee will be assured of a minimum of one-half day of such work.

8.13.4 ARRANGING COMPENSATORY TIME

8.13.4.1 Prior to working such time, the employee will arrange for compensatory time off for such work for the approval of the supervisor.

8.13.4.2 Such compensatory time off should approximate the number of hours worked but need not necessarily be an hour for hour compensation.

8.13.4.3 If the employee and his or her supervisor cannot agree informally on a plan for compensatory time off, the employee will present the supervisor with a written plan for compensatory time off.

8.13.4.4 The supervisor must provide an explanation in writing for any rejection of the employee's written plan for compensatory time off.

8.13.4.5 This written explanation must be provided within three (3) days of receipt of the employee's plan.

8.13.4.6 The employee may appeal a rejection of his or her plan to the next higher level supervisor and, if necessary, to the President or his or her designee.

8.13.5 TAKING COMPENSATORY TIME OFF

Compensatory time off must be taken within sixty (60) days after the unusual work time was expended unless otherwise agreed to by the employee and his or her immediate supervisor.

8.13.5.1 In the event that the sixty (60) day limit requires that compensatory time off be taken during a period when the office workload is heavy, such compensatory time off may be postponed to a period when the workload is lighter.

8.13.5.2 However, compensatory time off must be taken within one (1) year from the time the unusual work pattern occurred.

8.13.6 RATIFICATION

For current employees, the provisions of this agreement are effective immediately upon its ratification.

8.13.7 DISTRIBUTION OF AGREEMENT

A copy of this agreement will be provided to future NL employees at the time of their appointment.

New Jersey City University Policy for AFT "NL" Employees

Those employees in the AFT bargaining unit and the "NL" category of employment (non-fixed work week) who meet unusual work time requirements may, at the discretion of the appointing authority, be compensated through either a provision for a flexible work schedule or a grant of comparable amounts of time off to a maximum of one hour for each hour of unusual work time

It is the policy of the University to grant hour for hour compensatory time off only when employees are required to work on a regularly scheduled day off. For those with Monday through Friday schedules this means a Saturday, Sunday, or Holiday. Compensatory time will not be granted for work done as an extension of the regular work day except under extraordinary conditions which must be explained in advance and approved by the appropriate Vice President prior to the assignment on which the time is to be worked.

Compensatory time ordinarily shall be used within the calendar year in which it is approved. Upon notice to the supervisor unused compensatory time may be carried over to the following calendar year. However, any compensatory time carried over must be used by the end of the following calendar year.

Upon the approval of the request by the appropriate Vice President, it is the responsibility of the supervisor to schedule the time to be used and maintain records of compensatory time balances with copy to the employee (excluding the holidays designated for compensatory time which will be recorded on the bi-weekly leave records). Use of compensatory time must be approved in advance by the first level supervisor.

The University shall credit alternate time off upon internal transfer of an employee.

This policy shall expire one year after its effective date. It is not an employment precedent nor a basis for any employment or workplace related rights. Any accrued compensatory time remaining when this policy expires shall remain available for use by AFT employees in the "NL" category of employment until they are used or extinguished as if this policy were still in effect.

Definitions:

Compensatory time – leave time in lieu of cash payment afforded to employees on an hour by hour basis for work done as an extension of the regular work day under extraordinary conditions provided the appropriate Vice President is given a request and explanation in advance of the work assignment and grants prior approval for the work assignment and time. It also includes leave time afforded to employees on an hour for hour basis when they are required to work on a regular scheduled day off. For those with Monday through Friday schedules this means Saturday, Sunday or a holiday.

NL (No Limit) Employees–According to New Jersey Annotated Code, NJAC 4A:6-2.3 (b) (1), "Non-limited titles are those titles having irregular or variable working hours. Such titles shall be designated as follows: Non-Limited (NL) titles are those titles in which employees work at least a 35 hour work week with occasional requirements for a longer workweek to complete projects or assignments."

Flexible work schedule – a work schedule where the actual hours worked vary in order to meet the position's work requirements. For example, an employee in the Advisement Office may work an 8:30AM to 4:30 PM schedule four days per week and come in one day from 1:00PM until 9:00PM to accommodate evening students.

Richard Stockton College

Alternate Time-Off for Employees in Exempt "NL" (No-Limit) Titles

Alternate Time Off for Employees in Exempt "NL" (No Limit) Titles

Definition of "NL" (No Limit) Employee

An "NL" (No Limit) employee is one who, by past practice, works a variable work week or at least 35 hours per week and is not eligible for overtime payment.

I. Alternate Time Off Program

A. At the discretion of the first level supervisor, professional staff members in the AFT negotiating unit who meet unusual work time requirements, may be given either a flexible work schedule or alternate time off at the rate of hour for hour.

Alternate time off for each professional staff member ordinarily only accrues to a maximum of thirty-five hours. Once the professional staff member has attained thirty-five hours, the first level supervisor shall meet with the employee to schedule the time off. The supervisor, at his or her discretion, may meet with the professional staff member prior to the accrual of 35 hours of alternate time to schedule the time off.

The Professional staff member shall utilize time accrued between January 1 and June 30 by December 31 of the same calendar year and utilize time accrued between July 1 and December 31 by June 30 of the next calendar year.

The professional staff member shall give his or her supervisor as much notice as possible when making requests to utilize alternate time off. When a supervisor denies a request, he or she shall consult with the staff member to find a mutually acceptable time to schedule the alternate time off. An employee shall be required to schedule alternate time off in keeping with the needs of the work unit or department.

A professional staff member shall not receive a cash payment of unused alternate time upon separation from employment.

A professional staff member may not use alternate time as terminal leave. A professional staff member leaving the college must physically work at least one day after using alternate time. The college shall credit alternate time off upon internal transfer up to the maximum allowable time of 35 hours.

II. Reporting and Monitoring of Alternate Time Off

A. In accordance with Stockton Administration and Finance Memo 93-1, Attendance and Leave, written prior approval must be obtained for all unusual work time requirements from the first level supervisor.

On a bi-weekly basis the first level supervisor shall report all approved and accumulated earned alternate time in writing to the budget unit head, with a copy to the employee.

Budget Unit Heads will report all alternate time earned to payroll.

III. Professional Staff With Over 35 Hours of Alternate Time Off

Any professional staff member who currently has more than the allowable alternate time as indicated on the office time sheet shall have this time scheduled off as soon as possible after the signing of this agreement.

Rowan University
AFT Local 2373
C90

NO LIMIT EMPLOYEES

Members of the bargaining unit who are not full-time teaching faculty and whose professional responsibilities require a variable work pattern, are categorized by Civil Service regulations as "NL" (no limit) employees. The College and the Union recognize that such employees should be assured reasonable work load assignments and opportunity for professional growth. To that end the College and the Union agree that:

1. From time to time NL staff employees may be called upon to meet unusual work-time requirements. In such event the affected employee may request from his/her immediate supervisor roughly comparable time off:

a) Past practice at the College ordinarily defines the work week as 35 hours distributed over no more than 5 days. If the work requirement of the job is beyond the normal 35 hours per week, the affected individual may arrange to receive roughly comparable time off. Such arrangements shall not be on an hour for hour basis nor shall there be cash compensation.

b) This comparable time may be taken within 60 days after the unusual work time was expended unless otherwise agreed to by the affected employee and his/her immediate supervisor. In the event that the 60-day limit requires that comparable time be made up during a period when the office work load is heavier, such comparable time may be postponed to a period when that work load is lighter. However, comparable time must be taken within a year from the time the unusual work pattern occurred.

Arrangements for taking comparable time shall be mutually agreed to by the affected employee and his/her immediate supervisor.

2. The continued growth of unit employees is a desirable and recognized goal. Professional Staff members are encouraged to participate in activities that enhance their professional competency and knowledge. If an individual wishes to engage in such professional activities during regularly scheduled office hours, the employee shall consult with his/her immediate supervisor to see if the request can be granted. If mutually satisfactory arrangements are made, roughly comparable time will be made up at a later date.

Funds for activities which enhance professional growth shall be distributed in a manner determined by the employees in each office/department or similarly designated organizational unit.

When employees are engaged in business relating to the general mission of the College, there shall be no requirement that time be made up.