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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
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:  

________________________

Philip Connelly
Vice President Administration and Finance

For the Union:  

________________________

Charles P. Kelly
KFT Local 2187, AFT, AFL-CIO  

Negotiations Chair

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

http://cnjscl.org/Prof%20Staff%20Agree-Policies/Kean%2005%20NL%20Agreement.htm  

2/6/2008
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.
A copy of this agreement will be provided to future NL employees at the time of their appointment.

8.1.3.7 DISTRIBUTION OF AGREEMENT

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

8.1.3.6 RATIFICATION

work pattern occurs:

8.1.3.5.2 However, compensatory time off must be taken within one (1) year from the time the unusual

workload is lighter:

8.1.3.5.1 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

compensatory time off must be taken within sixty (60) days after the unusual work time was expended.

8.1.3.5 TAKING COMPENSATORY TIME OFF

MSU NL Agreement
Flexible work schedule – a work schedule where the actual hours worked vary in order to meet the position's requirements or to complete projects or assignments. 

Non-Limied (NL) those are those hours in which employees work at least a 35 hour week with occasional

Non-Limied (NL) Employees – According to New Jersey Announced Code, NJC 4A:6-2 (b) (1) “Non-Limied

Compensation time – leave time in lieu of cash payment afforded to employees on an hourly basis for

Definitions:

This policy will expire one year after its effective date. It is not an employment protection or a basis for any

Record: The Compensatory time must be approved in advance by the Principal Supervisor.

Compensatory time earned may also be considered for advancement or other reasons when the time is approved. Upon notice to

Approved by the Appropriate Vice President it is the responsibility of the Supervisor to

Compensatory time ordinarily shall be used within the calendar year

maximum of one hour for each hour of unused work time

Students

Schedule your days per week and come in one day from 1:00 PM until 4:00 PM to accommodate evening

For example: an employee in the Advisement Office may work on 8:00 AM to 4:30 PM

Flexible – a work schedule where the actual hours worked vary in order to meet the position’s

Compensatory time – leave time in lieu of cash payment afforded to employees on an hourly basis for

New Jersey City University Policy for ATL "NL" Employees

DRAFT

June 28, 2006

New Jersey City University Policy for ATL "NL" Employees
II. Reporting and Monitoring of Alternate Time Off

The college shall credit alternate time off upon internal transfer up to the maximum allowable time
member leaving the college must physically work at least one day after using alternate time.
A professional staff member may not use alternate time as earned leave. A professional staff
separation from employment.
A professional staff member shall not receive a cash payment of unused alternate time upon
unit or department.
An employee shall be required to schedule alternate time off in keeping with the needs of the work.
consult with the staff member to find a mutually acceptable time to schedule the alternate time off.
making requests to utilize alternate time off. When a supervisor denies a request, he or she shall
By June 30 of the next calendar year.
December 31 of the same calendar year and utilize time accrued between July 1 and December 31.
The professional staff member shall utilize time accrued between January 1 and June 30 by

Alternate time off for each professional staff member initially credited to the alternate time off.
alternate time off at the rate of one hour for each thirty-five hours worked.
At the discretion of the first level supervisor, professional staff members in the AF
Alternate Time-Off Program

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

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

Richard Stockton College

Page 1 of 2

Alternate Time-Off For Employees in Exempt "NL" (No Limit) Titles
Signing of this agreement:

Indicated on the office time sheet shall have this time scheduled or as soon as possible after the
Any professional staff member who currently has more than the allowable alternate time as

III. Professional staff with over 35 hours of alternate time off

Budget unit heads will report all alternate time earned to payroll.

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

Alternate Time-Off for Employees in Example "NL" (No-Limit) Title

Page 2 of 2
When employed are engaged in business relating to the general mission of the

2. The continued growth of new employees shall be maintained agreed to by the

arrangements for taking comparable time shall be mutually agreed to by the

affected employee and his/her immediate supervisor.

3) This comparable time may be taken within 60 days after the unusual work time

b) Hours for which employees are paid shall be comparable to the employee's usual

load is lighter. However, comparable time must be taken within a year from the

load shed in that event that the 60-day limit requires that

b) The employee's usual comparable time may be assigned to a period when that work

is

immediate supervisor. In such event the 60-day limit requires that

wrestling unless otherwise agreed to by the affected employee and his/her

was expanded unless otherwise agreed to by the affected employee and his/her

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load is lighter. However, comparable time must be taken within a year from the

load shed in that event that the 60-day limit requires that

b) The employee's usual comparable time may be assigned to a period when that work

is

immediate supervisor. In such event the 60-day limit requires that

1. From time to time the College administration may require employees to work

unusual work time.

2. The continued growth of new employees shall be maintained agreed to by the

affected employee and his/her immediate supervisor.

proposed period that the affected employee may request from his/her

immediate supervisor.