

**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:

1. 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 1/2) 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 carryover 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.

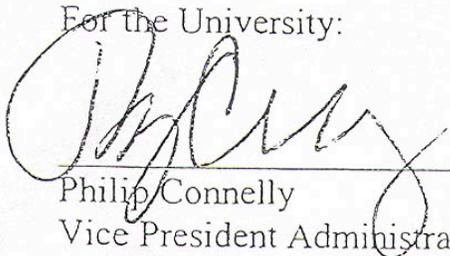
G. Minimum standard

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

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Titles.

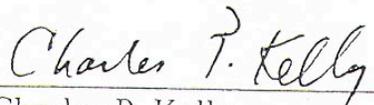
For the University:


Philip Connolly
Vice President Administration
of Administration and Finance

Date

6/6/05

For the Union:


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

Date

6/6/05