

LETTER OF AGREEMENT XVIII
FACT-FINDING ANALYSIS FOR EXEMPT PROFESSIONAL STAFF

The State and the Union agree that there shall be a fact-finding period to analyze time worked by exempt professional staff at Ramapo College, The College of New Jersey and William Paterson University where there is no applicable policy or local agreement. The parties agree that this Letter of Agreement shall not affect any other College/University covered by this Collective Negotiations Agreement; nor shall it supersede any local agreement on compensatory time already in effect.

For each College/University in which there shall be a fact-finding period, the local Union and that College/University agree to the creation of a Committee at that institution, known as the Professional Staff Fact Finding Committee. The Committee shall be charged with the review and analysis of hours worked by Professional Staff pursuant to paragraphs 1-3 below as well as the issuance of a report pursuant to paragraph 5 below concerning that College/University. Each College/University and each Local Union shall designate two (2) representative(s) for service on its Committee. The Governor's Office of Employee Relations and the Council shall each designate one (1) representative to each such Committee.

The State and the Union agree that the fact-finding period provided below shall begin no later than the pay period closest to 60 days following ratification and conclude twelve months after its inception.

The terms of the fact-finding period at each institution are as follows:

1. Professional Staff in each unit/department in the College/University shall have the right to voluntarily submit, for the entirety of the fact-finding period a record of all time worked for the purpose of documenting unusual work time requirements. Each participant shall complete time records showing all hours worked for each pay period in that year; however, the failure to include all hours worked in one pay period in each quarter shall not result in the participant's time records being excluded from the fact-finding analysis being performed by the Committee. In the event the participant does not include all hours worked in the one pay period as described above, that participant shall be deemed to have worked a standard work week, or less, in that pay period. All time records shall be submitted to a designated representative of the Committee, with a copy to the Local Union and to the Human Resource designee. Unit members shall be informed as to the identity of the designated Committee representative responsible for collection of the records.
2. In a manner consistent with the College/University bi-weekly payroll schedule, records of all time worked shall be submitted to the participating employee's supervisor for signature prior to submission to the Committee. Where the supervisor disputes the accuracy of the time sheet or denies that the employee was authorized or required to work such hours, the supervisor shall note such dispute on the time sheet and the Human Resources designee for this fact-finding process, may request documentation or a supporting narrative to explain any such entry. In such event, the record of time worked may still be submitted to the Committee for review, with the noted objections. The Committee shall meet within 30 days of the start of the fact-finding period to determine necessary data and record-keeping procedures for this analysis.
3. Unusual work time requirements shall include, but are not limited to, extraordinary hours worked during summer programs, registration, special projects, and other assignments, provided any such requirement results in work that substantially exceeds a standard work week.
4. An employee's decision to participate or not participate shall be protected from retaliation consistent with applicable law. Nothing herein shall be deemed to alter the right of management to assign work as needed and/or beyond the standard work week to any employee regardless of participation.
5. At the end of the fact-finding period the full Committee shall review the data reported and shall issue a report to the University President (or his/her designee) concerning the nature and extent of unusual work time requirements performed by Professional Staff. The report may include findings and recommendations to address

the findings, which recommendations may, but are not required to, include the creation of a policy for exempt professional staff who meet unusual work time requirements, as stated in paragraph 3 above.

6. The report of each Committee shall be issued to no later than ninety (90) days after the expiration of the fact-finding period. Each Committee shall strive to issue a single report reflecting the consensus thinking of the Committee. If the Committee is unable to do so, two reports may be issued.

7. Within sixty (60) days of receipt of the Committee report(s), the President (or his/her designee) may decide to accept or reject the recommendations of the Committee. If the recommendations are accepted they shall be implemented as soon as administratively feasible or at the start of the next fiscal year, whichever is appropriate.

8. If the recommendations of the Committee are not accepted, the Local Union may request Local negotiations, which request may or may not be granted.

9. The terms of the agreement shall not apply to Thomas Edison State College. However, it is recognized that Professional Staff at Thomas Edison State College have the right to seek reclassification as provided by the current Agreement.

10. The College/University and the Local Union may opt out of the terms of this Side Letter by mutual agreement.

11. The Letter of Agreement and any dispute arising thereunder is not subject to the grievance procedures.