

Voluntary Reduction in Work Schedule (VRWS) Policy – Professional Employees

Introduction

Voluntary Reduction in Work Schedule (VRWS) is a program that allows employees to voluntarily trade income for time off. The VRWS Program is available to eligible annual-salaried employees in the State University Professional Services Negotiating Unit (PSNU). Individual VRWS agreements may be entered into for any number of payroll periods up to a maximum of 26 biweekly pay periods in duration and must expire no later than the end of the last payroll period in the University fiscal year.

1. *Purposes*

- a. VRWS provides campuses a flexible mechanism for allocating staff resources.
- b. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

2. *Limitations: Eligibility, Work Schedule Reduction*

- a. Eligibility: This program is available to certain full-time calendar year, college year and academic year employees in the PSNU. Eligibility shall be as described under the terms of the VRWS Program Guidelines. All of the following eligibility criteria shall apply:
 1. Full-time employees are required to have a continuing, permanent, or term appointment and be employed to work on a full-time annual salary basis for a minimum of one bi-weekly payroll period immediately prior to the time of entry into the VRWS Program. Time on paid or unpaid leave from a full-time annual salaried position satisfies this requirement.
 2. Employees must remain in a full-time continuing, permanent, or term appointment position during the term of the VRWS agreement.
 3. Employees must have one continuous year of State University of New York (SUNY) service at a campus at which they are employed on a qualifying schedule (any schedule which entitled the employee to earn leave credits). Periods of leave without pay of any duration are not counted toward the one-year service requirement but do not constitute a break in service. Employees who separate from SUNY service (through resignation, termination, retrenchment, etc.) for more than one year cannot count service preceding that break in service toward the one-year requirement. Authorized leave with pay under the SUNY Policies of the Board of Trustees will count toward the one-year service requirement, except leaves of absence for Title F leave or sabbatical leave immediately preceding a request for VRWS are not counted toward the one-year service requirement since accruals are not earned during the leave period.

b. Work Schedule Reduction: Participating employees may reduce their work schedules (and salaries) a minimum of 5 percent, in 5 percent increments, up to a maximum of 30 percent.

3. *Description of an Employee VRWS Agreement*

a. The employee and management can establish a VRWS agreement on a University fiscal year basis of any number of payroll periods in duration from one to twenty-six. The VRWS agreement must expire no later than the last day of the last payroll period in the University fiscal year. The VRWS agreement must begin on the first day of a payroll period and end on the last day of a payroll period. VRWS ending balances must be segregated for each University fiscal year.

b. The employee develops and submits a plan for a reduced work schedule. Management reviews and approves the plan as long as it is consistent with operating needs.

c. A jointly agreed plan specifies:

i Duration of VRWS agreement which may be up to a maximum of 26 biweekly payroll periods with the VRWS agreement expiring no later than the last day of the last payroll period in the University fiscal year.

ii Percentage reduction of professional obligation and salary.

iii Amount of VR credits to be earned in exchange for reduced salary.

iv Schedule for use of VR credit to be earned. This may be either a fixed schedule, e.g., every Friday, every Wednesday afternoon, an entire month off, etc., or intermittent time off. An employee's fixed schedule of use of VR credits, once management has agreed upon the VR schedule, cannot be changed without the employee's consent except by mutual agreement in an emergency. VR credits used as intermittent time off will be subject to scheduling during the term of the VRWS agreement, and will require advance approval by the employee's supervisor.

d. While the VRWS agreement is in effect, the employee will earn and accumulate VR credits in accordance with the percentage reduction of professional obligation in a workweek, e.g., a 10 percent reduction will result in eight hours of VR credit earned each payroll period that the employee will charge in the future on his/her scheduled VR absences. If the employee's VR schedule calls for one-half day off every Friday afternoon, four hours of VR credits will be charged for each Friday. An employee whose VRWS agreement calls for a 10 percent reduction and taking an entire month off will work his/her full 40 hours each week, accrue eight hours of VR credit each payroll period, and have the accumulated VR credits to use during the approved VR absence. Solely as a matter of computational convenience for purposes of creating a schedule for accruing and using leave hereunder, a "day" is defined as eight hours. This definition is not intended to have any wider application and does not otherwise reflect any agreement or acknowledgment as to the length of a workday.

e. The employee never goes off the payroll. The employee remains in active pay status for the duration of the agreement and receives paychecks each payroll period at the agreed-upon, temporarily reduced level.

f. The employee will work a prorated share of his/her normal professional obligation over the duration of the VRWS agreement period.

g. Participation in the VRWS Program will not be a detriment to later career moves within the campus.

4. Attendance Records Maintenance

a. All VR schedules will be based on the crediting and debiting of VR credits on the employee's attendance record against a regular professional obligation.

b. VR credits earned during a VRWS agreement may be carried on the employee's attendance record past the end of the individual VRWS agreement and past the end of the University fiscal year but must be liquidated by the December 30th following the end of the University fiscal year in which the individual VRWS agreement expires. VR ending balances must be segregated for each University fiscal year.

c. There is no requirement that existing paid leave credits (including previously earned and banked VR credits) be exhausted prior to the beginning of the new VRWS agreement. Employees are encouraged to use carried-over VR credits on a priority basis.

5. Advancing of VR Credits

To accommodate an employee whose VRWS agreement calls for an extended absence during the VRWS agreement period, a campus may advance VR credits in an amount not to exceed the number of hours for which the employee is paid in one payroll period.

6. Recovering a VR Credit Debit

If an employee terminates his/her employment and has a VR debit, the campus shall recover the debit from the employee's lagged salary payment for his/her last payroll period at work.

7. Effect on Benefits and Status

The effect of participation in the VRWS Program on benefits and status is outlined in Appendix A - Voluntary Reduction In Work Schedule Program Effect on Benefits and Status (attached).

8. Effect on Overtime Payment for Overtime Eligible Employees

Scheduled absences charged to VR credits are not the equivalent of time worked for purposes of determining eligibility for overtime payments at overtime rates within a workweek. For example, an employee who, under an 80 percent VRWS schedule, works four days, charges the fifth day to VR credits, and is called in to work a sixth day, will not be considered to have worked the fifth day and thus will not be entitled to overtime payments on the sixth day. Similarly, VR credits earned, banked, and charged after the

payroll period in which they are earned are not counted in determining eligibility for overtime in the workweek in which they are charged. Sections 135.2(h) and (i) of Part 135 of the Budget Director's Overtime Rules are waived to the extent necessary to permit payment of overtime compensation to overtime-eligible employees who are participating in this Program.

9. Discontinuation or Suspension of VRWS Agreements

Although VRWS agreements are for stated periods of time, they can be discontinued by mutual agreement at the end of any payroll period. VRWS agreements may be discontinued, at management's discretion, when an employee is promoted, transferred or reassigned within a campus, although VR credits must be carried forward on the employee's attendance record. VRWS agreements may also be discontinued when an employee moves between campuses.

10. Provisions for Payment of Banked (Unused) VR Credit in Exceptional Cases

The VRWS Program is intended to be a program that allows employees to voluntarily trade income for time off. The agreement for VRWS Program participation between the employee and management includes a plan for the use of VR credit earned. Management must make every effort to ensure that VR credit earned by an employee is used: (1) under the terms of the individual VRWS agreement, (2) before the December 30th liquidation date (see section c.), (3) before the employee separates from SUNY service, and (4) while the employee is on the job he/she was in when the VRWS agreement was made. If this is not possible, payment for banked (unused) VR credit may be made in exceptional cases that fall under the following criteria:

a. Upon retrenchment, resignation, termination, or retirement from SUNY, or death, unused VR credit will be paid at the then current rate of compensation.

b. Upon movement of an employee to another state agency or from one campus to another or between campuses or departments within a campus, unused VR credit will be paid at the then current rate of compensation by the campus/department in which the VR credit was earned, unless the employee requests and the new campus/department accepts the transfer of the VR credit on the employee's attendance record. The lump sum payment for VR balances upon movement to another campus will be made irrespective of whether or not the employee is granted a leave of absence from the campus/department where the VR credit was earned. Payment will be made within two payroll periods following the move to the new campus.

c. VRWS ending balances must be segregated for each University fiscal year. Employees who accumulate VR credit in a University fiscal year and who are unable to use the VR credit due to management requirements predicated on workload by the December 30th following the end of the University fiscal year in which the employee's individual agreement expires will be paid at the then current rate of compensation. Payment will be made within two payroll periods following the applicable December 30th liquidation date. Requests for payment in the exceptional cases specified in this subparagraph, as distinct from those specified in subparagraphs (a) and (b) above, should be directed to

SUNY System Administration Employee Relations – VRWS Program and will be decided on a case-by-case basis.

In all cases where payment for unused VR credit is made, notification of payment must be sent to SUNY System Administration Employee Relations - VRWS Program. Such notification must include date of payment, circumstances of payment, employee's name, title, number of days of unused VR credit, and gross dollar amount of payment. In addition, campuses must certify that they have not already used these savings for replacement staff in other programs or, if they have, identify another funding source for the payment.

11. *Review of VRWS Denials*

a. Individual Requests

An employee whose request to participate in the VRWS Program has been denied shall have the right to request a written statement of the reason for the denial. Such written statement shall be provided within five working days of the request. Upon receipt of the written statement of the reason for the denial, the employee may request a review of the denial by the college president or designee. Such requests for review must be made, and will be reviewed, in accordance with the following procedure:

1. Requests must be submitted by the employee or the employee's representative within 10 working days of receipt of the written statement or of the date when the written statement was due.
2. Requests must be submitted to the official who serves as the college president or designee at Step 1 of the grievance procedure.
3. Such requests shall specify why the employee believes the written reasons for the denial are improper. The request must explain how the employee believes his/her work can be reorganized or reassigned so that his/her participation in the VRWS Program will not unduly interfere with the campus's operations.
4. The college president or designee shall review the appeal and make a determination within 10 working days of receipt. The determination shall be sent to the employee and a copy shall be sent to the President of UUP. The determination shall be based on the record, except that the college president or designee may hold a meeting with the employee and/or the employee's supervisors if the designee believes additional information or discussion is required to make a determination. If the employee believes that there are special circumstances that make a meeting appropriate, the employee may describe these circumstances in addition to providing the information specified in paragraph 3 above, and request that a review meeting be held. The college president or designee shall consider such request in determining whether or not to hold a review meeting.

5. The determination of the college president or designee shall not be subject to further appeal.

b. When UUP alleges that a campus has established a practice of routinely denying employee applications to participate, this matter shall be an appropriate subject for discussion in a labor-management meeting at the appropriate level. Such labor-management discussions shall be held in accordance with the provisions of Article 8 of the State/UUP Agreement.

APPENDIX A

VOLUNTARY REDUCTION IN WORK SCHEDULE PROGRAM Effect on Benefits and Status

Annual Leave – Prorate accruals for calendar year and college year employees based on the employee's VRWS percentage.

Banked (Unused) VR Leave Credits Upon Movement From One Campus to Another or Between Departments Within a Campus – Unused VR credits will be paid at the rate of compensation by the campus/department in which the VR credit was earned, unless the employee requests and the new campus/department accepts the transfer of VR credit on the employee's attendance record.

Banked (Unused) VR Leave Credits Upon Promotion, Transfer or Reassignment Within a Campus or Within a Department – Unused VR credits are carried forward on the employee's attendance record when movement is within an appointing authority. Continuation of the VRWS agreement is at the discretion of management.

Banked (Unused) VR Leave Credits Upon Return to Normal Work Schedule – VR credits may be carried forward on the employee's attendance record after completion of the individual VRWS agreement period, but must be liquidated by the December 30th after the end of the University fiscal year in which the employee's individual VRWS agreement expires. VR ending balances must be segregated for each University fiscal year.

Banked (Unused) VR Leave Credits Upon Separation – Unused VR credits will be paid at the rate of compensation upon resignation, termination, or retirement from SUNY service, or death.

Employee Benefit Fund – There is no effect.

Health Insurance – There is no effect. The employee retains full coverage.

Holidays – There is no change.

Inconvenience Pay – Prorate based on the VRWS percentage

Leave Donation – Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

Location Pay – Prorate based on the VRWS percentage.

Military Leave – There is no impact on eligibility or entitlement.

Overtime Work – VR credit used shall not be counted as time worked in determining eligibility for overtime payments within a workweek. For non-exempt employees, VR credit shall not be counted as time worked for determining eligibility for comp time.

Paid Leave Balances on Attendance Record – There is no requirement that leave credits be exhausted prior to the beginning of the VRWS agreement. Vacation, sick leave, and holiday balances are carried forward without adjustment.

Payroll – The employee never leaves the payroll. An employee remains in full payroll status with partial pay for the duration of the VRWS agreement period and receives pay checks each pay period at the agreed upon temporarily reduced level.

Probationary Appointment – There is no effect. Scheduled non-work time under a VRWS agreement is not an absence for the purpose of extension of probationary appointment.

Retirement Benefit Earnings – Earnings are reduced based on the VRWS percentage.

Retirement Service Credit – Prorate based on the VRWS percentage for TRS and ERS only.

Retrenchment – There is no impact.

Return to Normal Work Schedule – An employee will return to his/her normal full-time work schedule and pay basis upon completion of the VRWS agreement period.

Sabbatical Leave – There is no impact if sabbatical leave is requested after participation in the VRWS agreement. If sabbatical leave coincides with the VRWS agreement, the VRWS agreement will be suspended.

Salary – Normal gross salary earned is reduced by the VRWS percentage. There is no effect on the basic annual salary.

Service Credit – There is no impact. An employee on VRWS is considered to be in full-time status for service credit purposes.

Sick Leave – Prorate accruals based on the employee's VRWS percentage. Employees on sick leave for 28 consecutive calendar days will have their VRWS agreement suspended and will be returned to their professional obligation and pay base.

Social Security – There is no change. The contribution rate is set by Federal Law and is applied to the salary that the employee is paid.

Title F Leave – There is no impact if Title F leave is requested after participation in the VRWS agreement. If Title F leave coincides with the VRWS agreement, the VRWS agreement will be suspended.

Unemployment Insurance – There is no change. The formula is set by statute.

Workers' Compensation Benefits – There is no impact on eligibility for entitlement to workers' compensation benefits. Following 28 consecutive calendar days of absence due to a work related injury or illness, the VRWS agreement is suspended and the employee is returned to his/her normal full-time work schedule and pay base. At that point the employee receives workers' compensation benefits based on the normal full-time salary and no longer earns VR credits. Suspension of a VRWS agreement does not extend the agreement beyond its scheduled termination date. If an employee returns to work prior to the scheduled termination date of the VRWS agreement, the employee's participation in the VRWS agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the VRWS agreement.