



**The College at Brockport
State University of New York**

Category:

Office of Human Resources

Responsible Office:

Human Resources

Policy Title:

Voluntary Reduction in Work Schedule
(VRWS)

Policy:

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 CSEA, PEF, UUP, M/C Professional and M/C Classified employees. 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 at the end of the last payroll period in the fiscal year.

Purposes:

VRWS provides the College with a flexible mechanism for allocating staff resources.

1. VRWS permits employees to reduce their work schedules to reflect personal needs and interests.

Eligibility:

- Employees are required to be employed to work on a full-time annual salaried 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, **and**
- UUP employees must have a continuing, permanent, or term appointment, **and**
- Employees must remain in a full-time annual salaried position during the term of the VRWS agreement, **and**
- Employees must have one continuous year of State service on a qualifying schedule (any schedule which entitled the employee to earn leave credits, not necessarily a full time schedule). Periods of leave without pay of any duration are not counted toward the one year service requirement.
- For UUP employees, 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.

Reduction Allowances:

Work Schedule Reduction - Participating employees may reduce their work schedules (and salaries) a minimum of five (5) percent, in five (5) percent increments, up to a maximum of thirty (30) percent (See Appendix A).

Procedure:

Description of an Employee VRWS Agreement:

- An employee and management develops a plan for a reduced work schedule
- The VRWS must begin on the first day of a payroll period and end on the last day of a payroll period
- The Supervisor reviews and approves the plan as long as it is consistent with operating needs
- Jointly agreed plan specifies:
 1. Duration of VRWS agreement which may be up to a maximum of 26 biweekly payroll periods with the VRWS agreement expiring the last day of the last payroll period in the fiscal year
 2. Percentage reduction of work schedule and salary
 3. Amount of VR time earned in exchange for reduced salary
 4. Schedule for use of VR time earned. This may be a **fixed schedule**, e.g., every Friday, every Wednesday afternoon, an entire month off, etc. or ***intermittent time off**

*VR time 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.

- Complete the required forms and route for appropriate approval.

Time Limits:

The employee and supervisor can establish a VRWS agreement on a fiscal year basis of any number of payroll periods in duration from one (1) to twenty-six (26). The VRWS contract expires the last day of the last payroll period in the 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 fiscal year. The employee and supervisor may, by agreement, discontinue or modify the VRWS agreement if the employee's needs or circumstances change.

VR credits earned during an agreement may be carried on the employee's time card past the end of the individual VRWS agreement and past the end of the fiscal year but must be liquidated by the September 30th for classified staff and December 30th for UUP staff following the end of the fiscal year in which the individual VRWS agreement expires. VRWS ending balances must be segregated for each fiscal year.

Effect on Benefits and Status:

The effect of participation in the VRWS program on benefits and status is outlined below.

1. Vacation, Sick and Personal Leave: Prorate accruals based on the employee's VRWS percentage. 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; the personal leave balance is prorated
2. Holidays: No change in holiday benefit.
3. Sick Leave at Half Pay: There is no impact on eligibility or entitlement. Employees who go on sick leave at half pay for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full time work schedule and pay base.
4. Workers' Compensation Benefits: There is no impact on eligibility for entitlement to workers' compensation benefits pursuant to rule or contract. 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 or her normal full time work schedule and pay base.
5. Leave Donation: Employees who are absent using donated leave credits for 28 consecutive calendar days will have their VRWS agreement suspended.

6. Military Leave and Jury Duty: No impact on eligibility or entitlement.
7. Shift Pay, Inconvenience Pay, and Geographic Pay: Prorated
8. Salary: Normal gross salary earned is reduced by the percentage of voluntary reduction in work schedule. There is no effect on the base annual salary rate.
9. Return to Normal Work Schedule: An employee will return to his or her normal full-time work schedule and pay basis upon completion of the VRWS agreement period.
10. Unused VR Time upon Return to Normal Work Schedule: VR time credits may be carried forward on the employee's time card after completion of the individual VRWS agreement period but must be liquidated by the September 30th after the end of the fiscal year in which the employee's individual agreement expires. VRWS ending balances must be segregated for each fiscal year.
11. Unused VR Time upon Separation: Unused VR time credits will be paid at the straight time rate upon layoff, resignation from state service, termination, retirement or death.
12. Unused VR Time upon Promotion, Transfer or Reassignment within an Agency or within a Facility or Institution: Unused VR time credits are carried forward on the employee's time card when movement is within an appointing authority. Continuation of the VRWS program agreement is at the discretion of management.
13. Unused VR Time upon Movement from One Agency to Another or Between Facilities or Institutions within an Agency: Unused VR time credits will be paid at the straight time rate by the agency or facility/institution in which the VR time was earned, unless the employee request and the new agency or facility/institution accepts the transfer of VR time on the employee's time card.
14. Health Insurance and Dental Insurance: No effect; full coverage.
15. Retirement Benefit Earnings: Participation will reduce final average salary if the VRWS period is included in three years of earnings used to calculate final average salary.
16. Retirement Service Credit: Prorate.
17. Performance Advance or Longevity Increase: Evaluation date is not changed; no change in eligibility.
18. Probationary Period: No effect; scheduled non-work time under a VR agreement is not an absence for this purpose.
19. Seniority: No impact; employee never leaves the payroll; seniority date is not changed; full seniority credit is earned.
20. Overtime Work: VR time used shall not be counted as time worked in determining eligibility for overtime payments at premium rates within a workweek.
21. 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
22. 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.
23. 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.
24. Unemployment Insurance: There is no change. The formula is set by statute.

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. VR agreements may be discontinued, at management

discretion, when an employee is promoted, transferred or reassigned within an agency, facility or institution, although VR credits must be carried forward on the employee's time record.

VR agreements may also be discontinued when an employee moves between agencies or between facilities or institutions within an agency. (See Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases below.)

Employees who go on sick leave at half pay for 28 consecutive calendar days, who receive leave donation credits for 28 consecutive calendar days or who are absent because of a work-related injury or illness for 28 consecutive calendar days will have their VRWS agreement suspended and be returned to their normal full-time work schedule and pay base. If the employee returns to work prior to the scheduled termination date of the VR agreement, the employee's participation in the VR agreement resumes and continues until the scheduled termination date, unless both parties agree to terminate the agreement.

Provisions for Payment of Banked (Unused) VR Time in Exceptional Cases:

Payment for banked (unused) VR time may be made in exceptional cases that fall under the following criteria:

1. Upon layoff, resignation from State service, termination, retirement or death, unused VR time will be paid at the then current straight time rate of pay.
2. Upon movement of an employee from one agency to another or between facilities or institutions within an agency, unused VR time will be paid at the then current straight time rate of pay by the agency or facility/institution in which the VR time was earned, unless the employee requests and the new agency or facility/institution accepts the transfer of the VR time on the employee's time card.
3. VRWS ending balances must be segregated for each fiscal year. Employees who accumulate VR time in a fiscal year and who are unable to use the VR time by the applicable September 30th liquidation date due to management requirements, will be paid at the then current straight time rate of pay.

Review of VRWS Denials:

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 Director of Human Resources. The determination of the Director of Human Resources shall not be subject to further appeal.

Forms:

Appointment Form

Application for Voluntary Reduction in Work Schedule –Part I (page 6)

Classified Schedule of Use of VR Time Part II (pages 7 & 8) **OR** VR Work Schedule for UUP & M/C Professional Part II (pages 9 & 10)

Reference(s):

GOER – New York State Governor's Office of Employee Relations Voluntary Reduction in Work Schedule in Work Schedule Program Guidelines (September 2000 for Classified Staff/ April 2009 for UUP Staff)

UUP Contract- Appendix A-46 VRWS Program

CSEA Contract- Appendix XII Voluntary Reduction in Work Schedule

PEF Contract- Appendix IV- VRWS Guidelines

VRWS - VR Time Earned in Days

Number of Pay Periods	Percent Reduction Taken					
	5%	10%	15%	20%	25%	30%
	Days					
1	½	1	1 ½	2	2 ½	3
2	1	2	3	4	5	6
3	1 ½	3	4 ½	6	7 ½	9
4	2	4	6	8	10	12
5	2 ½	5	7 ½	10	12 ½	15
6	3	6	9	12	15	18
7	3 ½	7	10 ½	14	17 ½	21
8	4	8	12	16	20	24
9	4 ½	9	13 ½	18	22 ½	27
10	5	10	15	20	25	30
11	5 ½	11	16 ½	22	27 ½	33
12	6	12	18	24	30	36
13	6 ½	13	19 ½	26	32 ½	39
14	7	14	21	28	35	42
15	7 ½	15	22 ½	30	37 ½	45
16	8	16	24	32	40	48
17	8 ½	17	25 ½	34	42 ½	51
18	9	18	27	36	45	54
19	9 ½	19	28 ½	38	47 ½	57
20	10	20	30	40	50	60
21	10 ½	21	31 ½	42	52 ½	63
22	11	22	33	44	55	66
23	11 ½	23	34 ½	46	57 ½	69
24	12	24	36	48	60	72
25	12 ½	25	37 ½	50	62 ½	75
26	13	26	39	52	65	78

CONVERT TO HOURS: Multiply the number of days by the number of hours in a normal workday.

Example: A VRWS 15% reduction of salary over 10 pay periods would equate to 15 days of VR time.

SUNY College at Brockport Office of Human Resources

APPLICATION FOR VOLUNTARY REDUCTION IN WORK SCHEDULE (VRWS) Part I – Proposed Voluntary Reduction in Work Schedule

Name:	Title:	Department:

Percentage reduction in work schedule/salary:	Amount of VR time earned in exchange for reduced salary*:
%	(in Days)

* See Appendix A (VRWS – VR Time Earned in Days)

Select type of proposed schedule of VR time use below (Specify schedule in grid provided in Part II):

- | | | |
|---------------------------------|--------------------------|--|
| Shorter workday/Normal workweek | <input type="checkbox"/> | |
| Shorter workweek/Normal workday | <input type="checkbox"/> | |
| Block(s) of VR leave | <input type="checkbox"/> | |
| Intermittent VR leave | <input type="checkbox"/> | |
| (Specify pattern, if any) _____ | | |
| Combination of above | <input type="checkbox"/> | |

Duration of agreement (maximum of 26 pay periods, expiring no later than the last day of the last payroll period in fiscal year. Earned VR time may be carried past the end of the fiscal year, but must be liquidated by September 30 following the end of the fiscal year in which the individual VRWS agreement expires): Beginning Date of PR period: _____ Ending Date of PR period: _____

I request that my schedule and salary be reduced as outlined above.

Employee Signature

Date

APPROVALS:

Supervisor Recommendation:

☐ Approved ☐ Disapproved

Supervisor Signature

Date

Dean/Director Recommendation

☐ Approved ☐ Disapproved

Dean/Director Signature

Date

Vice President/Provost Recommendation

☐ Approved ☐ Disapproved

Vice President/Provost Signature

Date

Classified Instructions for VRWS Schedule in Part II:

Name _____ **Campus Code: 28150**

1. In Payroll Period (PR) column, indicate beginning and ending dates of each pay period covered by the agreement.
2. For each pay period, indicate all days/time worked (include number of hours worked) and days/time not worked, that is, indicate all pass days and all VR time off. If you plan to use other accruals in conjunction with VR schedule, these days/this time should also be included in the schedule. Use the codes listed below to indicate category of days/time.
3. Where the schedule repeats each pay period, fill out the schedule (include number of hours worked/not worked) and days off for the first pay period only and indicate "same" for subsequent pay periods.
4. For partial day absences, indicate number of hours worked/off and code for category of leave
For example: 5.5-W; 2 VR

Part II – Classified- Schedule of Use of VR Time

Work/Leave Category Codes - VR - VR Leave AL - Annual Leave W- Day Worked X - Pass Days

Name:								Agency Code:							
Payroll Period _____		Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We
No.:	Dates Covered:														
1															
2															
3															
4															
5															
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UUP & M/C Professional Instructions for VRWS Schedule in Part II:

UUP & M/C Professional VR - Schedule for Use of VR Credit

Name _____ Campus Code: 28150

Instructions

1. 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.
2. In the Payroll Period/Dates column, indicate beginning and ending dates of each pay period covered by the Voluntary Reduction in Work Schedule (VRWS) agreement.
3. For each pay period, indicate all days/time worked (include number of hours worked) and days/time not worked in the Days/Time Worked columns, that is, indicate all pass days and all VR leave. If using other accruals in conjunction with the VR schedule, these days/time should also be included in the schedule. Use the codes listed below to indicate category of days/time.
4. Where the schedule repeats each pay period, fill out the schedule (include number of hours worked/not worked) and days off for the first pay period only and indicate "same" for subsequent pay periods.
5. For partial day absences, indicate number of hours worked/off and code for category of leave (example, 6.0-W; 2-VR).

Part II – UUP & M/C Professional- Schedule of Use of VR Time

Work/Leave Category Codes - VR - VR Leave AL - Annual Leave W- Day Worked X - Pass Days

Name:								Agency Code:							
Payroll Period _____		Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We
No.:	Dates Covered:														
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