

Memorandum of Agreement Re: Implementation of Kronos

This Memorandum of Agreement (MOA) is being made between the University of Vermont (UVM) and UVM Staff United (UVMSU) about the implementation of Kronos for staff represented by UVMSU.

WHEREAS, in January of 2023, UVM announced its plan to implement the Kronos Time Management Tool for all non-exempt employees, including UVM Staff United (UVMSU);

WHEREAS, Kronos allows the University to more efficiently document all non-exempt classified employee hours and more readily communicate those hours to the Payroll Office for accurate and prompt processing;

WHEREAS, UVM and UVMSU engaged in impact bargaining over UVM's implementation of Kronos for staff represented by UVMSU; and

WHEREAS, UVM and UVMSU have agreed to the following terms governing such implementation:

NOW THEREFORE,

1. The following definitions apply to this MOA:
 - a. Unit: A grouping of one or more non-exempt employees who report to the same supervisor. For the purposes of Kronos, these units are to be defined by their immediate supervisors as they best understand the job requirements and operational needs of their units as they relate to employees' schedules.
 - b. Manual entry: The entry of time punches non-contemporaneously by the supervisor.
 - c. Timecard action: An action that occurs in the Kronos system, including punch in, punch out, approve punch, deny punch, override punch. It also includes reports generated and the author of those reports.
2. Kronos is a timekeeping tool for payroll purposes only, and not a disciplinary tool. Kronos will not be used in a way that erodes the existing rights of flexibility guaranteed to non-exempt staff as enshrined in the CBA. Kronos will be used by supervisors for purposes of tracking and approving time worked. Kronos will not be used by the University to identify potential disciplinary issues related to employee attendance and will not provide the basis for University discipline. If deviations from an employee's schedule have a negative effect on the business needs of the unit, these deviations shall be addressed at the unit level in accordance with CBA Articles 20.2, 20.5, 20.8, and 20.11. Supervisors, in consultation with their staff, will determine a work schedule for the business needs of the unit. Employees will record the specific time of arrival and departure each day in Kronos at least daily unless manual entry is used as described below. Supervisors will review the total hours worked each week and approve timesheets for payroll at least on a weekly basis. Employees who believe that their supervisor has modified their time records in an invalid manner should discuss with their supervisor. If

the issue is not resolved after this discussion, they should contact payroll and UVM Staff United. Unresolved issues may be escalated following the current grievance process.

3. Employees will record their hours of work with the following methods: a time clock, computer interface, a mobile device (e.g., smartphone, tablet), or by manual entry within Kronos. When utilizing manual entry within Kronos, a supervisor must enter the time. Supervisors in consultation with staff members will determine which of the above entry methods are optimal for their work and the business needs of their unit. Regardless of the method of time entry, all time will be recorded as a timestamp and will populate a timecard that generates a paycheck based on actual hours worked, accrued leave taken, as well as overtime hours worked and eligible premium pay. Decisions regarding time recording methods will be grievable up to Step 3.
4. The total time worked within a week, for the purposes of payroll, will be calculated based on timestamps. Employees will be paid for all time worked to the minute. In order to avoid strict clock-watching which prevents employees and supervisors from completing their work effectively and efficiently, minor deviations (up to +/-30 minutes per work week) in total hours worked will not be subject to any disciplinary action providing that it does not have a negative effect on the business needs of the unit, and assigned work is satisfactorily completed. If, at the end of the assigned work week, the employee is below either 37.5 hours or 40 hours assigned work week, they will have a choice to use PTO, or accept straight pay for the actual hours worked. If at the end of the assigned work week the employee is above their 37.5 hours or 40 hours assigned work week, they will have a choice of overtime pay (1.5 base salary) or compensatory time at x1.5 hours, per articles 21.1 & 21.3. All hours beyond 30 minutes per work week will be addressed at the unit level and subject to previously agreed upon rules, policies and CBA articles. Employees may clock in from any mechanism previously agreed upon, upon arriving on campus or connecting to UVM network, and may clock out from any mechanism previously agreed upon, when they finish their workday.
5. The administration will provide a loan program with 0% interest to soften the financial transition from a semimonthly (24 paychecks a year) schedule to a biweekly (26 paychecks a year) schedule. The loan program will offer one-time loan support up to \$750 to each individual employee transitioned from a 24-week to a 26-week payroll cycle. The loan repayment terms will be 0% interest, to be repaid over a period no longer than ten months. If an employee terminates employment prior to completion of the repayment terms, the university reserves the right to deduct remaining balances from any final paycheck. Payroll will make available on their website a fillable PDF with terms of agreement to route via secure file transfer to Payroll for processing. In the interest of data security, PDF forms will not include any sensitive personal identifying information (PII), other than name and date of birth and employee ID. Social security number, and bank account information will not be included on the forms and UVM will rely on records already in their system.
6. Management will not require employees to record time in and time out for paid breaks or unpaid meal breaks. The length of the unpaid meal break of either 30 or 60 minutes will

be determined by the employee and their supervisor. If there is agreement between employee and supervisor, length of break can be changed periodically.

7. Management will implement a proxy approver process for planned absences of a supervisor. Any proxy approver must be in the employee's Chain of Command or equivalent to their supervisor (i.e. approvals should not go to employees' peer group or co-workers). Management will implement a backup proxy approver process to accommodate unplanned absences of a supervisor, which will reflect the absent supervisor's management chain and will not go to peers. Supervisors will be held accountable for timely approval of all employee timecards.
8. Employees may request non-standard or flexible schedules in accordance with the CBA Article 20.10, 20.11 & 20.12.
9. Kronos is configured to distinguish management-assigned second and third shift work from employee-elected second and third shift work. Per CBA Article 21, management-assigned second and third shift work requires second and third shift premium to be paid, whereas employee election exempts those hours from shift premium.
10. Kronos captures every timecard action in its audit trail. All employees shall have access to the audit trail of their time record. Any alleged contractual violations related to the changing of pay records or altering pay by supervisors or other University officials will remain grievable under Article 13 of the CBA.
11. No other timesheet intended for the purposes of payroll capturing time worked by the employee in their benefit eligible UVM job assignment will be required. However, for the purposes of project management, effort reporting, or other purposes, departments may require additional documentation. Any additional recordkeeping shall be designed to minimize burden on employees and defined for its intended purpose. Should additional record keeping be considered overly burdensome for its needed purposes, management shall meet with employees upon request to collaborate on improvements.
12. All compensable work assigned by a supervisor or manager will be paid, including work performed outside of an employee's scheduled hours. If compensable work exceeds the employee's regularly scheduled hours per Article 21 of the CBA, such time will be paid at the overtime rate. Overtime assignments will continue to be made and compensated for in accordance with Articles 20, 21, and 37.
13. Supervisors and managers will not schedule work or expect that work be performed during unpaid meal breaks. If unavoidable compensable work is assigned during an unpaid meal break, per CBA article 20.8 the employee and the supervisor may agree to flex the employee's schedule. If the hours worked in the week result in overtime premium pay, per CBA article 21.3 the choice of compensation methods (to accept overtime compensation or compensatory time) will be at the discretion of the employee).
14. Management will correct any payroll error within the next payroll cycle from the date of becoming aware of the error. Management reserves the right to recoup overpayment made in error but will use discretion in electing to exercise the right to recoup the

erroneous payment. Timeliness of correction of any payroll errors is essential to both the University and the employee. Lengthy recovery processes do significant harm to both parties.

15. Management has developed and has begun deploying training to supervisors and managers who will be using Kronos. Given the significant impacts that supervisor training on Kronos will have on bargaining unit employees, management will provide these materials to UVMSU as a courtesy for illustration purposes.
16. Management and Union representatives will continue to collaborate to improve the implementation of Kronos during and after rollout. Management and union representatives will meet prior to implementation to give input on, discuss, and review training materials and procedures. Management and union representatives will also participate in Kronos training for both non-exempt employees and their supervisors. These trainings will help supervisors understand Kronos and support a consistent implementation of Kronos across UVM that complies with UVMSU's contractual rights. Either Management or Union representatives may request a meeting with Management/Union representatives, bargaining unit employees, and supervisors as an ongoing way to make key improvements to the implementation, rollout, and use of Kronos.
17. This MOA will be effective upon its execution by UVM and UVMSU. The terms of the MOA will be incorporated into the next CBA between the parties commencing on July 1, 2024, except that references to Articles of the successor CBA will be updated as applicable.

The Parties' signatures below signify that the terms of this agreement are acceptable.



For UVM Staff United

1/30/2024
Date



For the University

1/29/2024
Date