

**UVM Staff United**  
**Kronos Bargaining, Counter-Proposals, October 31, 2023**

1. Kronos will not be used in a way that erodes the existing rights of flexibility currently permitted for nonexempt staff and enshrined in the CBA. Kronos will be used by supervisors for purposes of tracking time worked. Kronos will not be used by the University to track individual employee attendance, lateness, absences, and deviations from an employee's schedule, and will not provide the basis for University discipline. Lateness, absences, and deviations from an employee's schedule 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. In the event a specific work schedule is not entered into Kronos, a default schedule, which will include the details of the employee's normal workweek (as defined in CBA Article 20.2), will underlie the employee's time entry. The purpose of the default schedule is to enable the university to calculate time and pay efficiently and in accordance with the CBA, including especially Articles 21 and 37. The default schedule will not provide the basis of university discipline due to attendance. Employees will record the specific time of arrival and departure each day in Kronos at least on a daily basis. Supervisors will review the total hours worked each week and approve timesheets for payroll at least on a weekly basis. Supervisors have the option to turn off flags. Employees who do not utilize the system for time entry with a default compliance schedule may grieve errors in pay up to Step 3.
  
2. 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 ~~an alternative method of 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. Employees who do not utilize the system for time entry with a default compliance schedule waive any right to grieve errors in pay attributable to their decision.
  
3. The total time worked within a week will be calculated based on timestamps (i.e. no daily rounding for the purposes of pay calculations). If, at the end of the pay week, there are minor differences [up to 15 minutes] between the clock records and actual hours worked [37.5 or 40 hours], the timesheet will be rounded to the full 37.5 or 40 hours for the purposes of payroll. Anything beyond 15 minutes [per week] will either constitute overtime pay or require the use of PTO. For the purposes of calculating total pay, management will implement a six ten-minute rule where the all timestamps are total time accrued that is less than the employee's standard schedule will be rounded up to the nearest 15 minute increment. This is to accommodate for time lost to the timestamping process (e.g. computer boot-up time). When entries are total time is rounded, the resulting calculation will be neutral or in favor of the employee in accordance with the Fair Labor Standards Act. All hours worked in excess of the standard schedule will be recorded in Kronos and compensated according to the Fair Labor Standards Act and the CBA; the Kronos punching window is not meant to be a loophole to gain unpaid work from employees.

- ~~Rounding Rule~~ — ~~unscheduled time (e.g. on-call, call-in, OT) rounded to the nearest 6 minutes.~~
- ~~10 Minute Rule~~ — ~~scheduled time (e.g. a “grace period” on either side of the scheduled start and stop time.)~~

4. 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 ~~six~~ 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.

5. 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 reflected in the employee's standard schedule determined by the employee and their supervisor. If there is agreement between employee and supervisor, length of break can be changed periodically.

6. 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. (TA)

7. Employees may request non-standard or flexible schedules in accordance with the CBA Article 20.10, 20.11 & 20.12.

8. 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. (TA)

9. 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. (TA)

10. 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 record keeping 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. (TA)

11. 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.

In accordance with Article 37, "On-Call and Call-In", supervisors will communicate in advance any expectation that a non-exempt employee be available to work outside of their regularly scheduled shift. If a non-exempt employee is not notified of such a requirement, they are not obligated to perform work outside of their regularly scheduled shift. All overtime assignments in excess of 30 minutes must be approved in advance by a supervisor.

12. 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). ~~the employee will be eligible for overtime compensation or exercise their right to request a flexible schedule and adjust time within the week to make up for missed unpaid breaks.~~

13. In order to ease the adjustment to Kronos, no employee represented by UVMSU who is on a standard schedule will be subject to discipline for excessive tardiness related to the adoption of the Kronos tool for a period of six months after they begin using Kronos. ~~Absenteeism, independent of Kronos documentation, will continue to be addressed as a conduct issue.~~ For all notations that may lead to disciplinary action or may negatively affect ~~impact~~ performance evaluations, per CBA articles 12, 13 and 14.8, the employee shall have the option to submit a rebuttal comment as appropriate to the disciplinary or performance management practice. ~~which will be visible in the same location as the original notation.~~ All rights and obligations under the CBA regarding discipline apply.

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.(TA)

16. Management and Union leadership will continue to collaborate to improve the implementation of Kronos during and after rollout and either party may request a meeting with management, union leadership, bargaining unit employees, and supervisors. The purpose of these meetings will be to incorporate key improvements to the implementation, rollout, and use of Kronos and to in good faith discuss and fine-tune timekeeping best practices.

#### DEFINITIONS:

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.

Specific work schedule: a schedule that will be used to accurately reflect the work schedules of employees who are not assigned to work standard university hours.

Default schedule: a schedule that will be used to accurately reflect the work schedule of employees who are assigned to work standard university hours, e.g., 8:00 AM-4:30 PM.

Manual entry: The entry of time punches non-contemporaneously by the employee.

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.