

## UVMSU

### Kronos Bargaining, Counter-Proposals, June 20, 2023

1. In accordance with the CBA Articles 20.2, 20.5, ~~and 20.8~~, and 20.11, supervisors, in consultation with their staff, will determine a set standard schedule for the business needs of the department. A standard schedule may be defined by the specific time an employee arrives and leaves each day or, in accordance with CBA Article 20.2, by the total number of hours (i.e., 37.5 or 40) an employee works in a week.

2. Employees will record their hours of work-within the parameters of their department's business needs as defined by their supervisor and/or manager. Departments will deploy time recording by use of manual entry, a time clock, computer interface, or a mobile device (e.g., smartphone, tablet). 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 shift differentials. Supervisors in consultation with staff will determine which of the above entry methods are is optimal for them.

3. The total time worked within a week will be calculated based on unadjusted timestamps (i.e. no daily rounding for the purposes of pay calculations). 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 \$500~~ to each individual employee transitioned from a 24 week to a 26 week payroll cycle. Employees will be eligible to borrow an amount not to exceed a value equivalent to their two-weeks salary. The loan repayment terms will be 0% interest, to be repaid over a period no longer than six-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 email to Payroll for processing.

5. Management will not require employees to record time in and time out for paid breaks or unpaid meal

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breaks. ~~The length of the unpaid meal break of either 30 or 60 minutes will be determined by the employee and their supervisor and will be reflected in the employee's standard schedule. Employees will have the ability to indicate if they were unable to have a full or partial unpaid break.~~

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.

7. ~~Employees may request alternative schedules in accordance with the CBA Article 20.10, 20.11 & 20.12, alternative schedules will be requested by the employee, and approved by the supervisor prior to the implementation. Each department will determine the method for requesting alternative schedules. 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.~~

8. Kronos is configured to distinguish management-assigned second and third shift work from employee-elected second and third shift work. 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.

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 will remain grievable under Article 13 of the CBA.

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.

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 must be approved

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in advance by a supervisor. Any requirement to work outside of regularly scheduled shift (i.e. On-Call/Call-in) will constitute implicit approval.

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 choice of compensation methods (to accept overtime compensation or flex their schedule) 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, the employee shall have the option to submit a rebuttal comment, 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. The University will not recoup overpayment funds discovered after 3 months from the date the payment error occurred. 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 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. Both parties agree to engage in good faith and with the spirit of collaboration to ensure timekeeping best practices.