

ARTICLE 6 COMPENSATION

A. GENERAL PROVISIONS

1. **Effective date of salary increases – Salary increases shall be effective on the first full biweekly or monthly pay period on or after the effective date.**

2. **Salary Rates – The applicable salaries are reflected on the *Corporate Title Code System Lookup* (TCS) at: <https://tcs.ucop.edu/tcs/jsp/homePage.htm>. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide 30 days notice to union advising where such title code and salary information can be found online. The parties recognize that the actual salary rates paid to employees may slightly vary from those reflected in Appendix A due to rounding.**

3. **Unless otherwise specified, pay increases (regardless of type) shall be base-building only up to the maximum of the applicable salary range. The campus or Medical Center’s normal pay practices shall be followed in implementing pay increases.**

4. **Range Adjustments**
 - a. **Ranges with Steps**
 - 1) **When applying a range adjustment to ranges with steps, the adjustment shall apply equally to all steps within the range. The resultant step salary shall apply to all employees on the step.**
 - 2) **Employees whose pay exceeded the salary range maximum before the rate increase was applied to the range are eligible for an increase only up to the new salary range maximum.**
 - 3) **Employees whose pay equals or exceeds the salary range maximum after the range adjustment is applied are not eligible for a salary increase.**
 - b. **Ranges without Steps**

- 1) When applying a range adjustment to ranges without steps, the adjustment shall apply to the minimum and the maximum of the range, only.
- 2) In addition, each employee within the salary range shall receive the same percentage increase to their salary as applied to the minimum and the maximum of the salary range.
- 3) Employees whose pay exceeded the salary range maximum before the range adjustment was applied to the maximum are eligible for an increase only up to the new salary range maximum.
- 4) Employees whose pay exceeds the salary range maximum after the range adjustment is applied to the maximum are not eligible for an increase.

5. Merit Increases

- a. Merit increases will be provided in accordance with the campus or hospital merit program guidelines, and
- b. A non-probationary employee is eligible for a merit increase when
 - 1) her/his salary is within the salary range, and
 - 2) s/he has received an overall performance rating of satisfactory or above. Employees who are not provided a performance evaluation shall be deemed “satisfactory”, and
- c. Employees shall receive a step increase.

6. Order of Increases - If more than one salary adjustment takes place on the same date, actions occur in the following order:

- a. Salary Range adjustment
- b. Merit increase
- c. Equity Increase
- d. Increase resulting from promotion or reclassification

B. FISCAL YEAR 2013-2014 (except LBNL)

1. Effective no later than 60 (sixty) days from the date of ratification, the University will increase all salary ranges in the unit by four-percent (4%), by applying the provisions of §A.4., above.

2. **No later than 120 (one-hundred twenty) days following the date of ratification, the University shall pay employees a one-time, four-percent (4%) lump sum based on actual base-pay earnings for the period commencing on the date of ratification (or the relevant pay period following ratification) and concluding on the last day of the pay period prior to the implementation of the salary range increase discussed in Section B.1. above.**

- C. **FISCAL YEAR 2014-2015 (except LBNL)**
Effective October 2014, the University will increase all salary ranges in the unit by three-percent (3%), by applying the provisions of §A.4., above.

- D. **FISCAL YEAR 2015-2016 (except LBNL)**
Effective October 2015, the University will increase all salary ranges in the unit by three-percent (3%), by applying the provisions of §A.4., above.

- E. **FISCAL YEAR 2016-2017 (except LBNL)**
Effective October 2016, the University will increase all salary ranges in the unit by three-percent (3%), by applying the provisions of §A.4., above.

- F. **LOCATION SPECIFIC SALARY RANGE ADJUSTMENTS**
The University retains the right to propose additional location-specific salary and range adjustments.

- G. **OTHER INCREASES**
By mutual agreement, the University may increase, during the term of this Agreement, salary rates or ranges, shift differentials, on-call rates and or extend the coverage of such rates, for selected individuals and/or classifications at selected locations.

- H. **REMOTE LOCATION / SEA PAY**
Where remote location and sea pay provisions currently exist, they shall remain in force throughout the life of this Agreement.

- I. **EMPLOYEES AWARD PROGRAMS**
The University retains the right to continue, modify or abolish campus/hospital/LBNL employee award programs. Employee award

programs, for members of the bargaining unit may be implemented according to local procedures. Employee award programs are available, if any, to employees in the unit according to the University's notice to UPTE and resulting meeting and discussing, if requested by UPTE.

- J. The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article 10 - Grievance Procedure, or Article 3 - Arbitration Procedure, of this Agreement.

K. LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL)

1. Fiscal Year 2014 (October 1, 2013) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the September 30, 2013 payroll base. The merit pool will be distributed in the Lab's customary merit-based manner using an FY14 matrix to be provided to UPTE. The minimum increases identified on the matrix will utilize approximately 70% of the available allocation. In order to be eligible for the FY 2014 salary increase of October 1, 2013, an employee must be in the RX bargaining unit on September 30, 2013, eligible for an annual performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS. Retroactive pay increases for Fiscal Year 2014 will be implemented within one hundred twenty (120) days of wage agreement ratification, excluding the annual holiday shutdown period. Salary ranges for FY14 will be increased by 2%.
2. Fiscal Year 2015 (October 1, 2014) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the September 30, 2014 payroll base. The merit pool will be distributed in the Lab's customary merit-based manner using an FY15 matrix that will provided to UPTE no later than September 15, 2014. The minimum increases identified on the matrix will utilize approximately 70% of the available allocation. In order to be eligible for the FY 2015 salary increase of October 1, 2014, an employee must be in the RX bargaining unit on September 30, 2014, eligible for an annual performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.
3. Fiscal Year 2016 (October 1, 2015) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the September 30, 2015 payroll base. The merit pool will be distributed in the Lab's normal merit-based manner using an FY16 matrix that will be provided to UPTE no later than September 15, 2015. The minimum increases identified on the matrix will utilize approximately 70% of

the available allocation. In order to be eligible for the FY 2016 salary increase of October 1, 2015, an employee must be in the RX bargaining unit on September 30, 2015, eligible for an annual performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.

4. For subsequent fiscal years covered by the systemwide collective bargaining agreement, individual increases for LBNL employees will be subject to reopener negotiations at the local level. Should an LBNL wage agreement extend beyond the expiration of the systemwide collective bargaining agreement, that wage agreement will remain active until the end of the fiscal year covered by that agreement.
5. Disputes arising from Research Professional employees receiving increases less than the matrix minimum for the appropriate quartile and performance rating are subject to the grievance and arbitration provisions of the agreement between the University of California and University Professional and Technical Employees, with the following exceptions:
 - Employees who have received increases within the preceding six months.
 - Employees who have reached the maximum of their ranges.
 - Employees who are red-circled.
6. If more than one salary action takes place on the same date, the order of salary actions will be as follows:
 - Salary range adjustment.
 - Merit adjustment.
 - Equity adjustment.
 - Promotion/Reclassification.
 - Bottom of the range adjustment for employees below the minimum of the salary range.

Employees who have reached the maximum of their ranges or who are “red-circled” will be eligible to receive increases in the form of a non base-building lump sum payment.

7. The following types of employees are not eligible for merit increases and will be excluded from calculating the payroll base:
 - Limited employees.
 - Rehired retirees.
 - Probationary employees.

- Employees with a performance appraisal rating of less than satisfactory.
8. The Laboratory will provide to UPTE information concerning the merit pool distribution within sixty (60) days following the end of the fiscal year. Such information will include employee name, employee number, job code, job title and wage increase amount. This information will be provided electronically in a Microsoft Excel spreadsheet to UPTE Local 184 and to the UPTE systemwide office. In the same manner as in previous fiscal years, any undistributed amount of the above merit increases will then be distributed across the board to all employees who received a wage increase based on the above eligibility requirements.
 9. Salary ranges for FY15 and FY16 may be increased at the Laboratory's sole discretion. The Laboratory shall provide UPTE with thirty (30) days advance notice regarding whether the salary ranges will be increased, and if so, the amount of the increase. Upon UPTE's request, the Laboratory will schedule a meeting to discuss the union's concerns relative to the basis for such decisions.
 10. Employee wage increases for promotions, reclassifications and individual equity adjustments shall be at the Laboratory's sole discretion, based upon business need. The Laboratory will provide to UPTE information concerning such wage adjustments within sixty (60) days following the end of each fiscal year. Such information will include employee name, employee number, job code, job title, wage increase amount and reason for adjustment. This information will be provided electronically in a Microsoft Excel spreadsheet to UPTE Local 184 and to the UPTE Systemwide office.
 11. For non-exempt (hourly paid) employees, all hourly rates will be rounded to the nearest penny. For exempt (monthly paid) employees, all monthly rates will be rounded to the nearest dollar.

**FY 2014 Merit Increase Matrix
LBNL UPTE (RX) Unit**

Performance Rating	SALARY QUARTILE			
	Q1	Q2	Q2	Q4
Outstanding	2.8%	2.5%	2.2%	1.9%
Excellent				
Very Good	2.5%	2.2%	1.9%	1.6%
Good				

Acceptable	1.0%	1.0%	1.0%	1.0%
Marginal/Req Imp.	0.0%	0.0%	0.0%	0.0%
Unsatisfactory	0.0%	0.0%	0.0%	0.0%