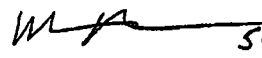
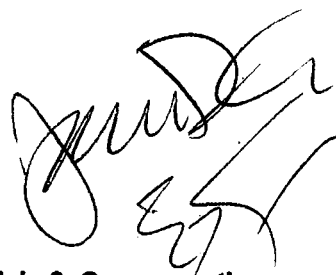
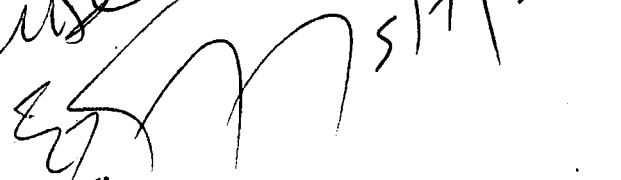


For the Union: William Rowley, President UPTe Local 184,  5-3-2019



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Article 6: Compensation

K. Lawrence Berkeley National Laboratory

1. Fiscal Year **2018 (October 1, 2017)** individual increases for Technical Unit employees will be from a merit pool of 3% of the **September 30, 2017** payroll base. The merit pool/*allocation* will be distributed in the Lab's customary merit-based manner using the **FY18** matrix (*attached*). The minimum increases identified on the matrix will utilize ~~approximately 65%~~ **as close to 100%** of the available allocation, *as calculations permit*. In order to be eligible for the **FY18** salary increase of **October 1, 2017**, an employee must have been in the TX bargaining unit on **September 30, 2017**, eligible for an annual performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in the **Human Resources Information System (HRIS)**. Retroactive pay increases for **FY18** will be implemented within one hundred twenty (120) days of wage agreement ratification, excluding the annual holiday shutdown period. Salary ranges for **FY18** will be increased by 2%
2. Fiscal Year **2019 (October 1, 2018)** individual increases for Technical Unit employees will be from a merit pool of 3% of the **September 30, 2018** payroll base. The merit pool/*allocation* will be distributed in the Lab's customary merit-based manner using an **FY19** matrix to be provided to UPTe **once established**. The minimum increases identified on the matrix will utilize ~~approximately 65%~~ **as close to 100%** of the available allocation, *as calculations permit*. In order to be eligible for the **FY19** salary increase of **October 1, 2018**, an employee must have been in the TX bargaining unit on **September 30, 2018**, 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 FY19 will be implemented within one hundred twenty (120) days of implementation of FY18 wage increases, excluding the annual holiday shutdown period.** Salary ranges for **FY19** will be increased by 2%
3. Fiscal Year **2020 (October 1, 2019)** individual increases for Technical Unit employees will be from a merit pool of 3% of the **September 30, 2019** payroll base. The merit pool/*allocation* will be distributed in the Lab's customary merit-based manner using an **FY20** matrix to be provided to UPTe **once established**. The minimum increases identified on the matrix will utilize ~~approximately 65%~~ **as close to 100%** of the available allocation, *as calculations permit*. In order to be eligible for the **FY20** salary increase of **October 1, 2019**, an employee must be in the TX bargaining unit on **September 30, 2019**, 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 FY20, if applicable, will be implemented within one hundred twenty (120) days of implementation of FY19 wage increases, excluding the annual holiday shutdown period. To be eligible for the retroactive pay increase, an employee must be in the TX bargaining unit on the date of ratification and continue to be in the TX bargaining unit on the date the increases are processed in HRIS.**

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4. Fiscal Year **2021 (October 1, 2020)** individual increases for Technical Unit employees will be from a merit pool of 3% of the **September 30, 2020** payroll base. The merit pool/*allocation* will be distributed in the Lab's customary merit-based manner using an **FY21** matrix to be provided to UPTE no later than **September 15, 2020**. The minimum increases identified on the matrix will utilize approximately **65% as close to 100%** of the available allocation, *as calculations permit*. In order to be eligible for the **FY21** salary increase of **October 1, 2020**, an employee must be in the TX bargaining unit on **September 30, 2020**, eligible for an annual performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.
5. For any 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.
6. Disputes arising from Technical 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.
7. 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.
8. 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.

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9. The Laboratory will provide to UPTE information concerning the merit pool distribution **for each fiscal year (FY18, FY19, FY20, FY21)** within sixty (60) days following **implementation of increases/retroactive increases for the respective 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. As in previous fiscal years, any undistributed portion of the merit allocation will be distributed 'across-the-board' to all employees who received a wage increase based on the above eligibility requirements.
10. Employee wage increases for promotions, reclassifications and individual equity adjustments shall be at the Laboratory's sole discretion, based upon business need. **For each fiscal year (FY18, FY19, FY20, and FY21)** the Laboratory will provide to UPTE information concerning such wage adjustments within sixty (60) days following **implementation of increases/retroactive increases for the respective 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. Salary ranges may be increased at the Laboratory's sole discretion. **For FY18 and FY19, salary ranges will be increased by 2% each fiscal year. For fiscal years FY20 and FY21,** the Laboratory will 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.
12. 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.
13. **For the term of this collective agreement, only, employees involuntarily laid-off or who retire between the ratification date of this section of the agreement and the date payroll is processed in HRIS shall receive a FY18 and FY19 salary increase in the form of a non-base-building lump sum payment. This lump sum payment will not be considered covered compensation for retirement purposes or included in the calculation of Highest Average Plan Compensation (HAPC).**

The following types of employees are not eligible for the non-base-building lump sum payment referred to in this paragraph 13 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.**

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FY2018 Merit Increase Matrix UPTE TX**Minimum Increase (%)**

Performance Rating	Q1	Q2	Q3	Q4
Outstanding (O)	6.3%	6.0%	5.7%	5.4%
Excellent (E)	5.1%	4.8%	4.5%	4.2%
Very Good (VG)	3.9%	3.6%	3.3%	3.0%
Good (G)	2.7%	2.4%	2.1%	1.8%
Acceptable (A)	1.5%	1.5%	1.5%	1.5%
Marginal/Req. Impr. (M)	0%	0%	0%	0%
Unsatisfactory (U)	0%	0%	0%	0%

99%/1%