

**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. Range 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 salary range.

3. Employees whose pay equals or exceeds 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. ACROSS THE BOARD SALARY INCREASES AND STEP INCREASE (EXCEPT LBNL)

1. Effective July 1, 2019 for monthly paid employees and July 14, 2019 for bi-weekly paid employees the University will increase all salary ranges in the unit by three percent (3%) across the board, by applying the provisions of Section A.1. above.
2. Effective January 1, 2020, the University will increase all salary ranges in the unit by three percent (3%) across the board, by applying the provisions of Section A.1. above.

3. Effective July 1, 2020, the University will increase all salary ranges in the unit by three percent (3%) across the board, by applying the provisions of Section A.1. above.
4. Effective July 1, 2021, the University will increase all salary ranges in the unit by three and a half percent (3.5%) across the board, by applying the provisions of Section A.1. above.
5. Effective January 1, 2022, the University shall provide a one-step within range increase to non-probationary career employees, who receive a performance rating of satisfactory or better on their more recent performance evaluation.
6. Effective July 1, 2022, the University will increase all salary ranges in the unit by three percent (3%) across the board, by applying the provisions of Section A.1. above.
7. Effective July 1, 2023, the University will increase all salary ranges in the unit by three and a half percent (3.5%) across the board, by applying the provisions of Section A.1. above.
8. Effective January 1, 2024, the University shall provide a one-step within range increase to non-probationary career employees, who receive a performance rating of satisfactory or better on their more recent performance evaluation.
9. Effective July 1, 2024, the University will increase all salary ranges in the unit by three percent (3%) across the board, by applying the provisions of Section A.1. above.
10. Unless otherwise noted above in Section B.1., BTSAs at UCSB and UCI are excluded from receiving the three percent (3%) across the board salary increase provided for at ratification.
11. A labor management work group will be created and will begin work no later than September 15, 2019, on examining step structures, including a performance based step program.

C. LOCATION SPECIFIC SALARY RANGE ADJUSTMENTS

The University retains the right to propose additional location-specific salary and range adjustments.

D. 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.

E. REMOTE LOCATION/SEA PAY

Where remote location and sea pay provisions currently exist, they shall remain in force throughout the life of this Agreement.

The University agrees to meet and confer with the Union on sea pay provisions within three (3) months of ratification of this Agreement.

F. 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.

- G.** 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.

H. LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL)

1. Fiscal Year 2018 (October 1, 2017) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% 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 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 RX 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 Fiscal Year 2018 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 Research Professional 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 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 RX 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 Research Professional 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 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 RX 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 RX bargaining unit on the date of ratification and continue to be in the RX bargaining unit on the date the increases are processed in HRIS.
4. Fiscal Year 2021 (October 1, 2020) individual increases for Research Professional 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 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 RX 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 reopen 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 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.
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 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.
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 the 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 Local184 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.

**FY2018 UPTe RX
Matrix**

Rating	Q1	Q2	Q3	Q4
Outstanding	6.9%	6.6%	6.3%	6.0%
Excellent	5.7%	5.4%	5.1%	4.8%
Very Good	4.5%	4.2%	3.9%	3.6%
Good	3.3%	3.0%	2.7%	2.4%
Acceptable	1.8%	1.8%	1.8%	1.8%

