

**ARTICLE 42
WAGES**

A. GENERAL RANGE ADJUSTMENT AND INDIVIDUAL INCREASES

1. January 1, 2004 - August 31, 2005

- a. Following written notification from AFSCME of its ratification and acceptance of the entire Agreement with the University of California, eligible employees in this unit will receive a 2% base-building salary increase effective January 1, 2004 (or the closest start of the pay period for bi-weekly or semi-monthly paid employees). Eligible employees shall be those members of the bargaining unit who are on the payroll as of the effective date of this Agreement, and who remain on the payroll until the payment is included in the individuals' paychecks.
- b. The University will process the prospective individual salary increases as soon as practicable, but in no event more than ninety (90) calendar days following ratification of the Agreement.
- c. The University will process the retroactive salary increase to be retroactive from the date of processing back to the effective date of the increase (January 1, 2004), in accordance with the provisions of Section A.1, above. The processing shall occur as soon as practicable but not more than one hundred and twenty (120) calendar days following ratification of the Agreement.

2. September 1, 2005 - August 31, 2006

The University shall provide each employee with a base-building salary adjustment of four percent (4%) effective September 1, 2005 or the closest start of the pay period for the individual's bi-weekly or semi-monthly paycheck.

3. September 1, 2006 - September 30, 2007

The University shall provide each employee with a base-building salary adjustment of four percent (4%) effective September 1, 2006 or the closest start of the pay period for the individual's bi-weekly or semi-monthly paycheck.

B. OTHER INCREASES

1. The University may increase, during the term of this agreement, individual salary rates, or salary ranges for selected classes at selected locations. The University may also increase, for selected classes at selected locations, during the term of the agreement, shift differentials, on-call rates and/or extend the coverage of such rates. Likewise, nothing shall preclude the University from providing equity adjustments in addition to those provided in Section C, below.
2. At least thirty (30) calendar days prior to implementing the increases referenced in Section B.1, above, the University shall inform AFSCME.

C. PAY EQUITIES

1. The provisions of this section will take place effective January 28, 2002.
2. The University of California supports reasonable pay rate equity (within 5%), resulting from the University's initially hiring new career employees at a rate of pay at least 5% higher than the pay of current career employees in the same hiring unit in the same classification and who are assigned the same duties. For the purposes of this Section, a hiring unit is equivalent to a layoff unit. When examining reasonable equity rate issues, the University and AFSCME shall consider the employees':
 - a. Years of experience performing the duties related to the position;
 - b. Years of experience in the same or equivalent classification;
 - c. Current employee's work history (reasonably objective work-related issues or concerns that have been documented);
 - d. Appointment type;
 - e. Overall skills, knowledge and ability that can be applied to the job;
 - f. Education (where applicable);

- g. New employees' documented and objective eligibility for other salary adjustments (e.g., special differentials) or UC benefits; and
 - h. Actual duties assigned.
- 3. The University will use the criteria in Section C.2, when setting the salaries of initial hires and the parties will use the Section C.2 criteria when assessing claims of salary rate equity. All criteria must be met to invoke the University's obligation to increase wages to within 5% of a new hire with a higher salary.
- 4. The University will provide AFSCME with a list of each campus', hospital's, and the LBNL's current layoff units. The lists will be provided to AFSCME by January 31, 2002.
- 5. An equity rate adjustment concern does not include salary actions/agreements for employees who are entering a hiring unit from other University facilities/units, preferential rehire, or rehire from rehabilitation or disability.

D. PAY RATE EQUITY ADJUSTMENTS PROCESS

1. Grievability and Arbitrability

- a. Only an affected employee or AFSCME on behalf of the affected employee can raise a pay equity grievance. Pay equity must be defined in accordance with the provisions in Section C.2, above. An affected employee may only raise a pay equity grievance pertaining to his or her current classification.
- b. At all steps of the grievance and arbitration procedure, the remedy is limited to whether the University properly applied the criteria in Section C. 2. The arbitrator shall have no authority to set individual wage rates that are less than 5% different from the wages of the comparator new employee.

2. Normal Procedure for adjusting pay equities existing from January 28, 2002

Affected employees and/or AFSCME may file a grievance regarding a pay equity concern in accordance with Section C.2, above. Pay rate adjustments shall, if any, be effective on the first day of the first pay period following receipt of the grievance.

E. SHIFT DIFFERENTIAL RATE CHANGES

1. Shift differential rates are found in Appendix A. It is the intent of the parties that employees who are assigned to the second or third shift will receive a shift differential, unless such a shift differential is built into their base salary.
2. Shift differential rates will be included in wage negotiations.
3. On call employees who are called into work during the evening or night shift shall be paid the applicable shift differential allocated to the title for all hours the employee actually worked during the shift(s) provided he/she works four (4) or more hours in that shift.

- F.** The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article 9 - Grievance Procedure, or Article 3 - Arbitration Procedure, of this Agreement, with the exception of range and rate adjustment provided pursuant to Section D of this Article.