

**ARTICLE 6
COMPENSATION STEP**

A. 2004-05 (fiscal year) SALARY INCREASES (EXCEPT LBNL):

The University and UPTE agree that the University will not increase the salary ranges for classifications in the unit and will not provide step/merit increases for employees in the unit, effective October 1, 2004.

B. 2005-06 (fiscal year) SALARY INCREASES (EXCEPT LBNL):

1. Lump Sum Bonus

Following receipt of written notification from UPTE of its ratification of the Agreement with the University of California, the University will provide a one-time, lump-sum cash bonus of \$220 per employee in the unit, proportional to appointment at the time of payment. The payment shall be provided within one hundred twenty (120) days of the date of the Agreement and included in the next regular payroll check.

2. Range Adjustment

Following receipt of written notification from UPTE of its ratification of the Agreement with the University of California, the University will increase by 3.0% the salary ranges (minimums and maximums) for all classifications in the Research Support Professional Unit effective October 1, 2005 and will not provide step/merit increases. Each eligible employee shall receive a 3.0% salary increase resultant from the range adjustment. The salary range or rate adjustments for each classification will vary slightly due to rounding.

3. Compensation increases for the contract year 2005-06 of approximately 3.0% shall be provided as a base-building salary adjustment in accordance with Section B.2. above, payable no later than the first pay period one hundred twenty (120) days after the effective date of the Agreement.

4. Eligible employees are in positions in the bargaining unit on the effective date of the increase and at the time of payment.

C. 2006-07 (fiscal year) SALARY INCREASES (EXCEPT LBNL):

1. Range Adjustment

Effective October 1, 2006, the University will increase by 2.3% the salary ranges (minimums and maximums) for all classifications in the Research Support Professional Unit and will not provide step/merit increases. Each eligible within-range employee shall receive a 2.3% salary increase resultant from the range adjustment. Each above-range employee will receive an adjustment to the extent that the new range maximum exceeds their present rate. The salary range or rate adjustments, for each classification will vary slightly due to rounding. Compensation increases for the contract year 2006-07 of approximately 2.3% shall be provided as a base-building salary adjustment, provided that the funding is allocated to the University as a general salary adjustment of 3% pursuant to the State Budget Act as finally adopted and in accordance with Article 9 – Duration, Section B.

2. Range Adjustment

Effective October 1, 2006, the University will increase by one-half percent (.5%) the salary ranges (minimums and maximums) for all classifications in the Research Support Professional Unit. Each eligible, within-range employee shall receive a .5% salary increase resultant from the range adjustment. Each above-range employee will receive an adjustment to the extent that the new range maximum exceeds their present rate. The salary range or rate adjustments, for each classification will vary slightly due to rounding.

3. Eligible employees are in positions within range in the bargaining unit on the effective date of the increase and at the time of payment.

4. Those employees who remain above the maximum after the above range will receive a one-time, lump sum cash payment equivalent to one-half (1/2) of the 2.8% range adjustment percentage and will receive the other half of the 2.8% range adjustment percentage increase as a base building increase.
5. Those employees who only received a portion of the percentage range adjustment in accordance with Section C.1 and C.2 above, will receive a one-time, lump sum cash payment equivalent to one-half (1/2) of the remaining portion of the 2.8% range adjustment and will receive the other half of the remaining portion of the 2.8% range adjustment increase as a base building increase.

6. **Merit Increases, January 2007**

Employees in the RX unit will be eligible, according to local merit programs, as follows:

- a. Employees on steps greater than 2.0% will be eligible for a minimum of one-half step merit increase based on satisfactory or better performance, effective January 1, 2007; and
- b. Employees on 2.0% steps will be eligible for a minimum of one step merit increase based on satisfactory or better performance, effective January 1, 2007.

D. 2007- 08 (fiscal year) SALARY INCREASES (EXCEPT LBNL):

1. **Range Adjustment**

Effective October 1, 2007, the University will increase by 3.3% the salary ranges (minimums and maximums) for all classifications in the Research Support Professional Unit. Each eligible step-based employee shall receive a 3.3% salary increase resultant from the range adjustment. The salary range or rate adjustments, for each classification will vary slightly due to rounding. Compensation increases for the contract year 2007-08 of approximately 3.3% shall be provided as a base-building salary adjustment, provided that the funding is allocated to the University as a general salary adjustment of 4% pursuant to the State Budget Act as finally adopted and in accordance with Article 9 – Duration, Section B.

2. Effective October 1, 2007, the University will increase by one-half percent (.5%) the salary ranges (minimums and maximums) for all classifications in the Research Support Professional Unit. Each eligible employee shall receive a .5% salary increase resultant from the range adjustment. The salary range or rate adjustments for each classification will vary slightly due to rounding.

3. Eligible employees are in positions in the bargaining unit on the effective date of the increase and at the time of payment.

4. **Merit Increases, January 2008**

Employees in the RX unit will be eligible, according to local merit programs, as follows:

- a. Employees on steps greater than 2.0% will be eligible for a minimum of one-half step merit increase based on satisfactory or better performance, effective January 1, 2008; and
- b. Employees on 2.0% steps will be eligible for a minimum of one step merit increase based on satisfactory or better performance, effective January 1, 2008.

E. CAMPUS INDIVIDUAL / TITLE-SPECIFIC / SHIFT DIFFERENTIAL UNIT INCREASES

Shift Differential Rate Increases

The University will increase established shift differential rates by the amount listed below. These increases shall not result in a shift differential rate that exceeds \$1.25 for evenings and \$2.00 for nights.

- \$0.20 increase effective 6 months after ratification of the Agreement
- \$0.15 increase effective 18 months after ratification of the Agreement

F. ELIGIBILITY

To be eligible for increases as specified in this Article, employees must be in the bargaining unit or on approved leave on the effective date of the salary increase and at the time of payment.

In addition, employees must be at a within-range salary rate to be eligible for step-based merit increases.

For 2006-07, above-range employees are subject to additional eligibility requirements described in Section C.

G. ORDER OF INCREASES

If more than one salary adjustment takes place on the same date, actions occur in the following order:

1. Salary range adjustment;
2. Merit Increases;
3. Equity increases;
4. Increases resulting from promotion or reclassification.

H. LAWRENCE BERKELEY NATIONAL LABORATORY

1. Compensation Fiscal Years 2005-2008

- a. Fiscal Year 2005 (October 1, 2004) individual increases for Research Professional Unit employees will be from a merit pool of 2.5% of the September 30, 2004 payroll base. The salary ranges will be increased by 2.5%. Up to 0.5% will be made available for promotions and reclassifications. The 2.5% merit pool will be distributed in the Lab's normal merit-based manner using the attached FY05 matrix. In order to be eligible for the FY 2005 salary increase of October 1, 2004, an employee must be in the RX bargaining unit on September 30, 2004, eligible for a 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 2005 will be implemented within one hundred twenty (120) days of Side Letter ratification. No separate paychecks will be issued.

- b. Fiscal Year 2006 (October 1, 2005) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the September 30, 2005 payroll base. Up to 0.5% will be made available for promotions and reclassifications. The 3.0% merit pool will be distributed in the Labs normal merit-based manner using an FY06 matrix to be provided to UPTe. In order to be eligible for the FY 2006 salary increase of October 1, 2005, an employee must be in the RX bargaining unit on September 30, 2005, eligible for a performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.

Salary ranges may be increased for FY06 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.

- c. Fiscal Year 2007 (October 1, 2006) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the September 30, 2006 payroll base. Up to 1.0% will be made available for promotions, reclassifications and equity increases. This allocation will be

distributed at the Laboratory's sole discretion. The 3.0% merit pool will be distributed in the Lab's normal merit-based manner using an FY07 matrix to be provided to UPTe. In order to be eligible for the FY 2007 salary increase of October 1, 2006, an employee must be in the RX bargaining unit on September 30, 2006, eligible for a performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.

Salary ranges may be increased for FY07 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.

- d. Fiscal Year 2008 (October 1, 2007) individual increases for Research Professional Unit employees will be from a merit pool of 2.5% of the September 30, 2007 payroll base. Up to 0.5% will be made available for promotions and reclassifications. The 2.5% merit pool will be distributed in the Lab's normal merit-based manner using an FY08 matrix to be provided to UPTe. In order to be eligible for the FY 2008 salary increase of October 1, 2007, an employee must be in the RX bargaining unit on September 30, 2007, eligible for a performance evaluation, and continue to be in the bargaining unit on the date payroll distribution is processed in HRIS.

Salary ranges may be increased for FY08 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.

2. 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:
 - a. Employees who have received increases within the preceding six months.
 - b. Employees who have reached the maximum of their ranges.
 - c. Employees who are red-circled.
3. 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.

4. The Laboratory will provide to UPTe information concerning the normal distribution. Such information will include employee name and wage increase amount. 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.
5. The Laboratory will provide to UPTe information concerning the distribution of the promotion and reclassification allocation within sixty (60) days following the end of

each fiscal year. Such information will include employee name and wage increase amount. For Fiscal Year 2007, this information will also include equity increases, if any.

6. 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.

I. LOCATION SPECIFIC SALARY AND RANGE ADJUSTMENTS

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

J. 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.

K. REMOTE LOCATION / SEA PAY

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

L. INCENTIVE AWARD PROGRAM

The University retains the right to continue, modify or abolish campus/hospital/laboratory incentive award programs. Incentive Award Programs, if any, for 2004-05, 2005-06, 2006-07, and 2007-08 for members of the bargaining unit may be implemented according to local procedures. Incentive 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.

- M.** 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.