

**Article 41
WAGES**

A. GENERAL PROVISIONS

Following receipt of written notification from AFSCME of its ratification and acceptance of the entire Agreement with the University of California, the University will provide compensation as set forth below.

1. The University will process the prospective compensation as soon as practicable, but in no event more than ninety (90) calendar days following the first pay date after the effective date of this Agreement.
2. The parties recognize that the actual salary rate adjustment may vary slightly due to rounding. For locations on a bi-weekly pay schedule, all increases will be effective on the start of the nearest bi-weekly pay period.
3. 2005 - A \$250 lump sum bonus will be paid to all eligible SX Unit employees upon ratification of the agreement.
4. 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. RANGE ADJUSTMENTS AND INDIVIDUAL INCREASES

1. 2005-2006

Eligible employees in this unit will receive salary increases in the following order:

- a. UCD HS – 1% of SX payroll at UCD HS will be allocated for equity adjustments effective July 1, 2005 to those employees in the Food Service and Custodian classifications who did not receive an equity increase over the previous year.
- b. Effective 10/1/05, the minimum ranges and individual rates of any Service Unit classifications with rates less than \$9 per hour will be increased to the minimum \$9 per hour.
- c. Effective 10/1/05 the ranges and individual rates for the following classifications will be increased by one percent (1%):
 - 1) 5101 – Custodian Leader, Sr.
 - 2) 5102 – Custodian Leader
 - 3) 5103 – Custodian
 - 4) 5113 – Custodian, Lead
 - 5) 5116 – Custodian, Sr.
 - 6) 5117 - Custodian
- d. UCSF MC – 1% market equity adjustment to ranges and individual rates for all eligible employees in this unit effective October 1, 2005. This increase will be processed simultaneously with B.1.e. below.
- e. The University shall increase the ranges and individual rates for each Service Unit employee by three (3%) effective October 1, 2005, provided the funding is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 8 – Duration, §A.1.b.

2. 2006-2007

Employees in this unit will receive the increases as set forth below. The increases identified in section B.2.a. and B.2.b. below will occur simultaneously.

- a. One-half percent (.5%) IAP money will be used to increase ranges and individual rates effective July 1, 2006.
- b. One-half percent (.5%) market equity increase to ranges and individual rates effective July 1, 2006, allocation to be negotiated by the parties. If

the parties do not reach agreement on the allocation by April 30, 2006, distribution will be across-the-board.

- c. The University shall increase the ranges and individual rates for each Service Unit employee by three percent (3%), effective October 1, 2006, provided the funding is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 8 – Duration, §A.1.c.

3. 2007-2008

Employees in this unit will receive the increases as set forth below. The increases identified in section B.3.a. and B.3.b. below will occur simultaneously.

- a. One-half percent (.5%) market equity increase to ranges and individual rates effective October 1, 2007, allocation to be negotiated by the parties. If the parties do not reach agreement on the allocation, by April 30, 2007 distribution will be across-the-board.
- b. The University shall increase the ranges and individual rates for each Service Unit employee by four percent (4%), effective October 1, 2007, provided the funding is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 8 – Duration, §A.1.d.

C. ORDER OF INCREASES

If more than one salary adjustment takes place on the same date, actions occur in the following order, with the exceptions stated above in §B.1., B.2., B.3. and B.1.e.:

- a. salary range adjustment;
- b. general salary increase;
- c. equity adjustments;
- d. salary action resulting from promotion, reclassification, transfer, or demotion.

D. 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 E, below.
2. At least thirty (30) calendar days prior to implementing the increases referenced in Section D.1., above, the University shall inform AFSCME.

E. PAY EQUITIES

1. 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.
2. The University will use the criteria in Section E.1., when setting the salaries of initial hires and the parties will use the Section E.1. 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.
 3. The University will provide AFSCME with a list of each campus', hospital's, and the LBNL's current layoff units.
 4. 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. For the purposes of this section, probationary employees are considered "new employees", unless their movement is done to avoid layoff.

F. 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 E.1., 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 E.1. 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.

G. 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. The University shall provide the shift differential rate increases listed below. These increases shall not result in a shift differential rate that exceeds \$1.25 for evenings and \$2.00 for night.
 - a. \$0.15 increase effective June 1, 2005
 - b. \$0.10 increase effective July 1, 2006
 - c. \$0.10 increase effective July 1, 2007
3. Shift differential rates will be included in wage negotiations.
4. 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.

- H. The provisions of this Wage Article do not apply to Lawrence Berkeley National Laboratory (LBNL), except Section G. above. The parties have agreed to negotiate Wages at LBNL locally.