

**ARTICLE 41
WAGES**

A. 2002-03 SALARY INCREASES (EXCEPT LBNL):

1. Range Structure Adjustment

Following receipt of written notification from UPTE of its ratification of the Agreement with the University of California, the University will increase by 1.5% the salary ranges for classifications in open ranges and by .50 % the salary ranges in step based ranges in the Research Support Professionals Unit effective October 1, 2002 as follows. The salary range or rate adjustments, if any, for each classification will vary slightly due to rounding.

Employees at the minimum of the salary range for their classification will receive an adjustment to the extent that the new range minimum exceeds their present rate.

2. Individual Salary Increases

a. Step-based Employees

1) Each eligible step-based employee shall receive a .50% salary increase.

2) The University will provide step-based employees a within-range one-half step merit increase, effective October 1, 2002 or the closest bi-weekly pay period. Eligible employees are career employees who have at least six months of service in a career appointment as of October 1, 2002, who are not at the maximum step or higher, and whose performance is satisfactory or better.

b. Open-range Employees

1) Effective October 1, 2002 or the closest bi-weekly pay period, eligible career employees and limited appointment employees will receive a 1.5% within range increase.

B. 2003-04 SALARY INCREASES (EXCEPT LBNL):

1. If the University proposes salary changes to affect the entire bargaining unit for 2003-04, it shall provide notice to UPTE and meet and confer the proposed changes.

2. The University will implement a step structure of 2% steps for all open-range employees in the unit, effective July 1, 2004. Placement on steps will be to the amount equal to then-current salary or the next highest step.

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3. The new step-based structure will be calculated at 2% intervals within the ranges. The parties recognize that the actual salary range for each classification will vary slightly due to rounding.

C. CAMPUS INDIVIDUAL / TITLE-SPECIFIC RESEARCH UNIT INCREASES

SAN FRANCISCO

SRA I

Increase the salary range by 1% effective 1/1/04.

RIVERSIDE

SRA I

Increase the salary range by 1% effective 1/1/04.

D. ELIGIBILITY

1. 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.
2. An employee must have been in the unit for at least six months and remain in the unit on the effective date of a merit increase to be eligible to receive a merit increase as described by this Article.

E. 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. Increases resulting from promotion or reclassification.

F. Within 90 days of implementation of the salary increase for each year of increases, the University will report to UPTE the results of contracted pay distribution on a campus-by-campus basis. The parties agree to the following mechanism to ensure that this is accomplished:

- 1) The University will provide to UPTE a location-by-location roster of all employees for the pay period immediately following each year's base wage adjustments. The roster will show the name, classification, department, percentage of time, date of hire, and regular monthly pay for each employee on pay status for the effective pay period and the aggregate regular pay for all employees for the month or pay period.
- 2) The University will provide to UPTE an additional roster, showing the same information, for the month or pay period preceding each

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- year's salary increases and the total aggregate regular monthly pay for the roster in Section F.1 above.
- 3) Both rosters shall be supplied to UPTE within 60 days of the date that the contract year's increases are paid at each campus.
 - 4) The difference between the total aggregate regular pay in the two rosters at each campus shall be calculated. If the first roster indicates a total pay increase of less than the salary allocation percentage for the pay period, the amount underspent shall be distributed across-the-board to the base of non-step based career employees up to the top of their ranges. This distribution shall take place no later than 90 days following the provision of the rosters to UPTE. However, if the amount of resulting back pay as a result of the distribution at any campus is less than \$7.00 per merit-eligible employee, the University shall notify UPTE and the parties shall attempt to agree on any further distribution.
5. The University will provide notice to UPTE in October of each contract year its determination of the total increases spent on wages for employees in the unit during the previous contract year.
 6. If the total payroll increase during the year for employees in the unit is less than the total percentage wage increase pursuant to this Article, minus mandated budget cuts, if any, on a location-by-location basis, as of the respective salary increase date per contract year, the University will meet and discuss with UPTE about any under-expended or over-expended amount to the next year's equity increases, unless mutually agreed otherwise

G. Lawrence Berkeley National Laboratory

1. Fiscal Year 2003 (October 1, 2002) individual increases for Research Professional Unit employees will be from a merit pool of 3.5% of the July 31, 2002 payroll base. The salary ranges will be increased by 3.5%. Up to 1.0% will be made available for promotions and reclassifications. This 3.5% will be distributed in the Lab's normal merit-based manner using the attached FY03 matrix. In order to be eligible for the FY 2003 salary increase of October 1, 2002, an employee must be in the RX bargaining unit on July 31, 2002, eligible for a performance evaluation, and continue to be in the bargaining unit on the date payroll for the distribution is run.

Up to 1.5% of the July 31, 2002 payroll base for Sequencing Specialists and Sequencing Leads will be made available for equity increases for employees in those job titles. These increases will be effective October 1, 2002. In order to be eligible for an equity increase, an employee must be in the affected job titles on July 31, 2002, eligible for a performance evaluation, and continue to be in the affected job titles on the date payroll for the distribution is run.

2. Fiscal Year 2004 (October 1, 2003) individual increases for Research Professional Unit employees will be from a merit pool of 3.0% of the July 31, 2003 payroll base.

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The salary ranges will be increased by 3.0%. Up to 1.0% will be made available for promotions and reclassifications. This 3.0% will be distributed in the Lab's normal merit-based manner using the attached FY04 matrix. In order to be eligible for the FY 2004 salary increase of October 1, 2003, an employee must be in the RX bargaining unit on July 31, 2003, eligible for a performance evaluation, and continue to be in the bargaining unit on the date payroll for the distribution is run.

3. 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, effective August 20, 1999, 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.
4. 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
 - Promotion/Reclassification

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.

5. The Laboratory will provide the demographics (names and wage increases) of the normal distribution. 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.

H. LOCATION SPECIFIC SALARY AND RANGE ADJUSTMENTS

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

I. 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.

J. REMOTE LOCATION/SEA PAY

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

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K. 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 2002-03 and 2003-04 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 as they are also available to other eligible employees.

- L. The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article ____, Grievance Procedure, or Article ____, Arbitration Procedure, of this Agreement.