

Initial Laboratory Proposal (8/10/07)

Insert the following local wage agreement for LBNL employees as a letter of understanding to the systemwide CUE-UC Labor Agreement:

Letter of Understanding : LBNL Wages for CX Unit Employees

This Letter of Understanding (LOU) constitutes a mutual agreement between the Coalition of University Employees (CUE) and the Lawrence Berkeley National Laboratory (LBNL) regarding wages for clerical employees at the Laboratory represented for purposes of collective bargaining by CUE for fiscal years 2008-2010. This LOU shall be included as a side letter to the systemwide Collective Bargaining Agreement (CBA) between CUE and the University of California. The parties specifically recognize and agree that this LOU supplements Article 42 of the CBA solely and exclusively with respect to LBNL. Should there be any conflict between this LOU and Article 42, the former shall be controlling.

It is recognized by the LBNL and by CUE that this LOU has been made as a result of "local" negotiations between representatives of CUE and LBNL pursuant to Article 42, Section A.3 of the CBA. Moreover, the parties recognize that it was executed in the context of the "system wide" negotiations between the University of California, of which LBNL is a part, and CUE. This LOU, however, is a final and binding agreement regarding wages for Laboratory clerical employees in the CX unit for the period commencing on October 1, 2007 and concluding on September 30, 2010.

The provisions of this LOU are as follows:

I. FY 2008 Wages

- A) There will be a merit pool of 2.0% of the September 30, 2007 payroll base. This 2.0% will be distributed in the Laboratory's customary, merit-based manner using an FY 2008 matrix to be provided to CUE [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.].
- B) After the amounts set forth in A) above have been calculated, the difference between this amount and 2.0% will be used to supplement the increases set forth in A) above. The methodology for effecting this merit-based distribution will be determined by the Lab. Upon CUE's request, the Laboratory agrees to meet and discuss this merit-based distribution methodology.
- C) The FY 2008 salary increases specified herein will be implemented within ninety (90) days from the date of ratification of this local wage agreement. In order to be eligible for the FY2008 wage increase, the employee must have been eligible for a FY2007 performance evaluation (i.e., must be a non-probationary career employee), be a member of the CX bargaining unit on September 30, 2007, and be in the CX bargaining unit on the date the payroll distribution is processed in the HRIS.

II. FY 2009 Wages

- A) There will be a merit pool of 2.0 % of the September 30, 2008 payroll base. This 2.0 % will be distributed in the Laboratory's customary, merit-based manner using an FY09 matrix to be provided to CUE [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.] .
- B) After the amounts set forth in A) above have been calculated, the difference between this amount and 2.0 % will be used to supplement the increases set forth in A) above. The methodology for effecting this merit-based distribution will be determined by the Lab. Upon CUE's request, the Laboratory agrees to meet and discuss this merit-based distribution methodology.
- C) In order to be eligible for the FY2009 wage increase, the employee must have been eligible for a FY2008 performance evaluation (i.e., must be a non-probationary career employee), be a member of the CX bargaining unit on September 30, 2008, and be in the CX bargaining unit on the date the payroll distribution is processed in the HRIS.

III. FY 2010 Wages

- A). There will be a merit pool of 2.0 % of the September 30, 2009 payroll base. This 2.0 % will be distributed in the Laboratory's customary, merit-based manner using an FY2010 matrix to be provided to CUE. [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.] .
- B). After the amounts set forth in A) above have been calculated, the difference between this amount and 2.0 % will be used to supplement the increases set forth in A) above. The methodology for effecting this merit-based distribution will be determined by the Lab. Upon CUE's request, the Laboratory agrees to meet and discuss this merit-based distribution methodology.
- C). In order to be eligible for the FY2010 wage increase, the employee must have been eligible for a FY2009 performance evaluation (i.e., must be a non-probationary career employee), be a member of the CX bargaining unit on September 30, 2009, and be in the CX bargaining unit on the date the payroll distribution is processed in the HRIS.

IV. General Provisions

- A). Employees who are paid at or near the salary range maximum will receive a base building increase to the range maximum.
- B). Salary ranges may be increased at the Laboratory's sole discretion. The Laboratory shall provide CUE with advance notice regarding whether the salary ranges will be increased and, if so, the amount of the increase. Upon CUE's request, the Laboratory will schedule a meeting to discuss the union's concerns relative to the basis for such decisions.

- C). It is understood and agreed that employee wage adjustments for promotions, reclassifications and individual equity adjustments shall remain at the Laboratory's sole discretion, based upon business need for the term of this local Wage Agreement.
- D). Employees who are "red-circled," i.e., who are paid higher than the range for their classification, are eligible to receive increases as specified in I-III A above. Such increases will take the form of a non-base-building lump sum payment for the particular fiscal year(s) in question.
- E). The Laboratory will meet and discuss any issues concerning the implementation of this local wage agreement upon CUE's request.
- F). If more than one salary adjustment for an employee takes place on the same date, the order of salary actions will be as follows:
 - 1. Salary range adjustment
 - 2. Merit adjustment
 - 3. Promotion/Reclassification
 - 4. Bottom of the range adjustment for employees below the minimum of the salary range.
- G). The Lab will provide an accounting of the increases to CUE representatives and will meet with CUE representatives upon their request to resolve any issues or problems with the implementation of this local wage agreement.
- H). The wage increases set forth in this local wage agreement are not be subject to the provisions of Article 7 (Grievance) or Article 3 (Arbitration) of the CBA.
- I). No separate paychecks will be issued with respect to any employee payouts provided under this local wage agreement.

For the Laboratory

For CUE

Bill Elkins

Jackie Bess

Date