

Initial Laboratory Proposal (August 10, 2007)

Insert the following local wage agreement for LBNL employees as a letter of understanding to the systemwide AFSCME (SX) –UC Collective Bargaining Agreement:

Letter of Understanding: LBNL Wages for SX Unit Employees

This is a mutual agreement between AFSCME and the Lawrence Berkeley National Laboratory (LBNL) regarding wages for Laboratory employees in the Service (SX) Unit which are represented for purposes of collective bargaining by AFSCME with respect to FY 2008-2010. This mutual agreement shall be included as a side letter agreement in the Collective Bargaining Agreement. The parties specifically recognize and agree that this Agreement supplements Article 42 of the Collective Bargaining Agreement with respect to LBNL only. Should there be any conflict between this Agreement and Article 42, this Agreement shall be controlling.

It is recognized by the LBNL and by AFSCME that this mutual agreement regarding wages resulted from “local” negotiations between representatives of AFSCME and LBNL, pursuant to Article 42, Section A.3. Moreover, the parties recognize that this agreement was perfected in the context of the “system wide” negotiations between the University of California, of which LBNL is a part, and AFSCME. This mutual agreement, however, represents the final and binding agreement regarding wages for Laboratory employees in the Service (SX) unit for FY 2008- 2010.

The provisions of this agreement are as follows:

I. FY 2008 Wages

- A) A base-building wage adjustment of 2.00% will be paid to each eligible Laboratory employee who is rated “exceeds expectation” and 1.50% to each eligible employee who is rated “meets expectations” for the period commencing July 1, 2006 and ending June 30, 2007. [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.]. The effective date of this wage adjustment will be October 1, 2007 and will be paid within ninety (90) days of ratification of this local wage agreement. .
- B) In order to be eligible for FY 2008 wage increase, as set forth in A) above, employees must have been in the SX bargaining unit on October 1, 2007, be eligible for a performance evaluation, and continue to be in the SX bargaining unit on the date the payroll distribution is processed in HRIS.

II. FY 2009 Wages

- A) A base building wage adjustment of 2.00% to each eligible employee who is rated “exceeds expectations” and 1.50% to each employee who is rated as “meets expectations” for the period commencing on July 1, 2007 and ending June 30, 2008. [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.]. The effective date of this wage adjustment will be October 1, 2008.
- B) In order to be eligible for FY 2009 wage increase, as set forth in A) above, employees must have been in the SX bargaining unit on October 1, 2008, be eligible for a performance

evaluation, and continue to be in the SX bargaining unit on the date the payroll distribution is processed in HRIS.

III. FY 2010 Wages

- A) A base-building wage adjustment of 2.00% to each eligible employee who is rated “exceeds expectations” and 1.50% to each eligible employee who is rated as “meets expectations” for the period commencing July 1, 2008 and ending on June 30, 2009. [NOTE: this amount includes dollars spent to bring employee salaries to the minimum of any newly adjusted salary ranges.]. The effective date of this wage adjustment will be October 1, 2009.
- B). In order to be eligible for FY 2010 wage increase, as set forth in A) above, employees must have been in the SX bargaining unit on October 1, 2009, be eligible for a performance evaluation, and continue to be in the SX bargaining unit on the date the payroll distribution is processed in 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. Employees beyond the range maximum will be eligible for a lump-sum non-base building increase and will be “red-circled.” Based upon performance and place in the range, an employee high in the salary range may receive a combination merit increase and lump-sum adjustment.
- B). Salary range adjustments shall be at the Laboratory’s sole discretion. The Laboratory will provide the Union with advance notice regarding whether salary ranges will be increased, and if so, the amount of the increase. Upon AFSCME’s request, the Laboratory will schedule a meeting to discuss the union’s concerns relative to the basis for such decision.
- 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.
- D). The Laboratory will meet and discuss any issues concerning the implementation of this local wage agreement upon AFSCME’s request.
- E). No separate paychecks will be issued with respect to any employee payouts provided under this Local Wage Agreement.
- F) The wage increases set forth in this local wage agreement are not subject to the provisions of Article 9 (Grievance) or Article 3 (Arbitration) of the CBA.

FOR THE LABORATORY

FOR AFSCME

Bill Elkins
LBNL Labor & Employee Relations

Seth Newton
AFSCME Chief Negotiator

Date _____