

**ARTICLE 45
WAGES**

A. GENERAL PROVISIONS-(except LBNL)

1. **Effective date of salary increases** – Salary increases shall be effective on the first day of the first full payroll period nearest the first day of the month in which the increase occurs. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.
2. **Appendix A** – The applicable salaries are reflected in Appendix A. The parties recognize that the actual salary rates paid to employees may slightly vary from those reflected in Appendix A due to rounding.
3. Unless otherwise specified, pay increases (regardless of type) shall be base-building only up to the maximum of the applicable salary range. The campus or Medical Center's normal pay practices shall be followed in implementing pay increases.
4. **Range Adjustment**
 - a. When applying a range adjustment, the adjustment shall apply equally to all steps within the range. The resultant step salary shall apply to all employees on the step.
 - b. Employees whose pay exceeded the salary range maximum before the rate increase was applied to the range are eligible for an increase only up to the new salary range maximum.
 - c. Employees whose pay equals or exceeds the salary range maximum after the range adjustment is applied are not eligible for a base-building salary increase.
 - d. No employee shall be paid less than the salary range minimum.
5. **Step Increases:** A non-probationary career employee shall receive a one-step increase when:
 - a. Her/his salary is within the salary range, and
 - b. S/he has received an overall performance rating of satisfactory or above. Employees who are not provided a performance evaluation shall be deemed "satisfactory".
6. **Order Of Increases** – If more than one salary adjustment takes place on the same date, actions occur in the following order:
 - a. Across the board salary range adjustment
 - b. Individual step increase

- c. Individual equity increase
 - d. Increase resulting from promotion or reclassification
 - e. Increase to the minimum of the salary range
7. **Other Increases** – 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 this Agreement, shift differentials, on-call rates, and/or extend the coverage of such rates. At least thirty (30) days prior to implementing the increase referenced in this section, the University shall inform CUE Teamsters in writing of any such increases.
8. **Local Award Program (except LBNL)** – The University retains the right to continue, modify or abolish campus/hospital award programs. Local Award Programs, if any, may be implemented according to local procedures. Local award programs are available, if any, to employees in the unit according to the University's notice to CUE Teamsters and resulting meeting and discussing, if requested by CUE Teamsters.

B. NEGOTIATED INCREASES (except LBNL)

1. **Fiscal Year 2011-2012** – Following the University's receipt of written notification from CUE Teamsters of its ratification of the Agreement with the University of California, the University will implement compensation increases in accordance with the provisions of this Article 45.
- a. Salary ranges at all locations shall be increased by 3%. The effective date of the increase shall be the first full pay period in the second month following CUE Teamster's notification of ratification. For example, if the University receives written notice on November 12, 2011, the first salary range increase will be effective January 1, 2012, for monthly paid employees, and January 9, 2012, for bi-weekly employees. The increases will be issued in February paychecks.
 - b. Career employees shall receive a one-time non-base building lump sum payment equal to 3% of the employee's actual earnings for the period between July 1, 2011, and the date on which the salary range increase is implemented (per Section B.1.a., above). This lump sum payment shall be retirement-eligible. Employees eligible for this payment shall be those employees who are on the payroll as of the date the University received notice of ratification and who remain on the payroll when the payment is issued. All appropriate taxes and UCRP contributions (1.5% for the period July 1, 2011, through the date on which the salary range increase becomes effective) shall be deducted from the lump sum payment.
 - c. Effective February 2012, eligible employees, as provided in this Article-45, Section A.5., shall receive a one-step increase.
 - d. Effective April 2012, the minimum of any salary range that is below

\$13.70 shall be increased to \$13.70.

2. Fiscal Year 2012-2013

- a. Effective July 2012, salary ranges at all locations shall be increased by 3%.
- b. Effective July 1, 2012, eligible employees, as provided in Section A.5., of this Article 45, shall receive step increases in the following order:
 - 1) Employees who have acquired ten (10) but less than twenty (20) years without a break in UC service shall receive a one step salary increase;
 - 2) Employees who have acquired twenty (20) or more years without a break in UC service shall receive a two step salary increase.
- c. Effective April 2013, the minimum of all salary ranges shall be \$14.22.

3. Fiscal Year 2013-2014

- a. Effective July 2013, per Section A.1 above, salary ranges at all locations shall be increased by 3%.
- b. Effective January 2014, eligible employees, as provided in this Article-45, Section A.5., shall receive a one step increase.

4. Fiscal Year 2014-2015

- a. Effective July 2014, per Section A.1 above, salary ranges at all locations shall be increased by 3%.
- b. Effective July 2014, eligible employees, as provided in Article-45, Section A.5., shall receive step increases in the following order:
 - 1) Employees who have acquired ten (10) but less than twenty (20) years without a break in UC service shall receive a one step salary increase;
 - 2) Employees who have acquired twenty (20) or more years without a break in UC service shall receive a two step salary increase.

5. Fiscal Year 2015-2016

- a. Effective July 2015, per Section A.1 above, salary ranges at all locations shall be increased by 2%.
- b. Effective July 2015, eligible employees, as provided of this Article-45, Section A.5., shall receive a one step increase.

6. Special payments to make whole UCRP due to Redirect Shortfall

The missed UCRP contributions - resulting from employees' continued contributions to their DCP plan for the period of May 2010, through January 2012, shall be repaid to the UCRP in equal increments in each year of this Agreement.

C. NEGOTIATED INCREASES AT LAWRENCE BERKELEY NATIONAL LABORATORY

The salary structure and increases for CX employees at LBNL will be negotiated separately and are set forth in Appendix B.