

## **ARTICLE 44 WAGES**

### **A. GENERAL PROVISIONS**

#### **1. ELIGIBILITY AND EFFECTIVE DATES**

- a. To be eligible for any of the wage increases described below, employees must be on pay status or on approved leave, in the SX Bargaining Unit on the effective date of the increase and the date of payout.
- b. For bi-weekly paid employees, increases are effective the first full bi-weekly pay period on or after the effective date of the increase.
- c. For the Berkeley campus until the monthly conversion to bi-weekly occurs, increases are effective the first monthly pay period on or after the effective date of the increase. Once the conversion has occurred, the Berkeley campus shall follow the bi-weekly schedule in accordance with A.1.b. above.

#### **2. ORDER OF INCREASES**

Order of Increases - If more than one hourly wage adjustment takes place on the same date, actions occur in the following order:

- a. salary range adjustment
- b. individual step increase
- c. individual equity adjustment
- d. salary action resulting from promotion, reclassification, transfer, or demotion. In the event an individual's salary remains below the new range minimum after the implementation of all base building increases, his or her salary will be increased to the new range minimum.

#### **3. ABOVE THE RANGE**

Employees within the salary range who are not eligible for the full amount of the within range increase, or who are situated above the range, shall be compensated so that the employee's individual salary rate is raised to the maximum of the range, if applicable, and then paid a one time, annualized, non-base building lump sum on the remaining percentage not provided within range.

#### 4. TITLE CODE SYSTEM LOOKUP (TCS)

Appendix A: Salary Rates – The applicable salaries are reflected on the Corporate Title Code System Lookup (TCS) at:

<https://tcs.ucop.edu/tcs/jsp/homePage.htm>. In the event this web page expires and is replaced by a new title code system and corresponding web page, the University will provide thirty (30) calendar days notice to union advising where such title code and salary information can be found online.

The parties recognize that the actual wage rates paid to employees may slightly vary from those reflected in Appendix A due to rounding.

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:

#### **B. INCREASES FOLLOWING RATIFICATION**

1. Salary Range Adjustments – Effective sixty (60) calendar days following the first full bi-weekly pay period after AFSCME notifies the University of ratification, the University will adjust the existing salary ranges by four and a half percent (4.5%) as identified in Appendix A, in accordance with the eligibility provisions in Section A above.
2. The University shall provide a \$200 dollar signing bonus to eligible employees in the bargaining unit as follows:
  - a. Must have a 50% or greater appointment as a career or limited; and
  - b. Must be in the bargaining unit or on approved leave on the date of ratification and in the bargaining unit on the date of payout.

#### **C. FISCAL YEAR 2014 – 2015**

##### 1. Step Increases – July 2014

- a. Employees who are within range will receive a one (1) step increase in accordance with Section A.1. above.
- b. The increases resulting from the step increase will take effect on the first full bi-weekly pay period on or after July 1, 2014, and for

the Berkeley campus, in accordance with §A.3. above. Eligibility applies in accordance with §A above.

2. Salary Range Adjustments - July 2014

Effective on the first full bi-weekly pay period on or after July 1, 2014, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A. above.

**D. FISCAL YEAR 2015 – 2016**

1. Step Increases – July 2015

- a. Employees who are within range will receive a one (1) step increase in accordance with Section A. above.
- b. The increases resulting from the step increase will take effect on the first full bi-weekly pay period on or after July 1, 2015, and for the Berkeley campus, in accordance with §A.3.c. above. Eligibility applies in accordance with §A.1 above.
- c. LBNL increases shall be in accordance with Section K.

2. Salary Range Adjustments - October 2015

Effective on the first full bi-weekly pay period on or after October 1, 2015, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A. above.

**E. FISCAL YEAR 2016- 2017**

1. Step Increases – July 2016

- a. Employees who are within range will receive a one (1) step increase in accordance with Section A. above.
- b. The increases resulting from the step increase will take effect on the first full bi-weekly pay period on or after July 1, 2016, and for the Berkeley campus, in accordance with §A.3.c. above. Eligibility applies in accordance with §A.1 above.

c. LBNL increases shall be in accordance with Section J.

## 2. Salary Range Adjustments - October 2016

Effective on the first full bi-weekly pay period on or after October 1, 2016, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A. above.

## **F. 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 G, below.
2. At least thirty (30) calendar days prior to implementing the increases referenced in Section F.1., above, the University shall provide notice to AFSCME.

## **G. PAY EQUITIES**

1. The University of California supports reasonable pay rate equity resulting from the University's initially hiring new career employees at a rate of pay above 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 above when setting the salaries of initial hires and the parties will use the above criteria when assessing claims of salary rate equity. All criteria must be met to invoke the University's obligation to increase wages to match the wage of a new hire with a higher salary.
- 3. 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.

## **H. 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 G., 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 G. The arbitrator shall have no authority to set individual wage rates that are less than 2% different from the wages of the comparator new employee.

## **I. 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. 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.

## **J. PERQUISITES**

- 1. Meal and/or housing perquisites are provided to employees when they are required as a condition of employment and for the convenience of the University. The value, as determined by the University at its sole

discretion, of meals and/or housing is included in determining the total compensation of an employee.

2. Not less than one meal at no charge will be provided to career employees who work in Dining, Nutrition or Food Service departments in the titles listed below at a campus/medical center in connection with their scheduled shift and in accordance with local policy.

5502 Sr. Baker  
5503 Baker  
5505 Asst. Baker  
5522 Sr. Cook  
5523 Cook  
5524 Asst. Cook  
5445 Asst Food Service Manager  
5452 Lead Food Service Worker  
5650 Prin Food Service Worker  
5651 Sr. Food Service Worker  
5652 Food Service Worker  
5653 Asst. Food Service Worker

3. At locations providing a free or reduced price meal program as of April 1, 2005, Service Unit employees in Nutrition, Dining, Food Service or equivalent departments in the above title codes who currently qualify for the program shall not be charged for their current allowance and shall not lose any meal perquisites in regard to entitlements to or regulations on meal or food allowances, cost limitations or additional charges as a result of implementation of this provision.
4. If an employee changes department or title the benefit accrued to the employee will be based upon the new department and/or title.
5. Changes to this benefit may be bargained locally.

**K.** LBNL – All increases in fiscal year 2013-2014 and 2014-2015 shall apply to LBNL as described in Section B. Increases for future contract years, as noted, shall be effective on October 1<sup>st</sup> of each year. Across the board increases are subject to Department of Energy funding and approval.