

## **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 June 1, 2018 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.

#### **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 equity adjustment
- c. wage rate actions resulting from promotion, reclassification, transfer, or demotion. In the event an individual's wage rate remains below the new range minimum after the implementation of all base building increases, his or her wage rate will be increased to the new range minimum.

#### **3. TITLE CODE SYSTEM LOOKUP (TCS)**

Appendix A: Wage Rates – The applicable wage rates 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 wage range 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.

## **B. WAGE INCREASES**

Effective on June 1, 2018 for monthly paid employees and June 3, 2018 for bi-weekly pay employees, the University shall adjust the existing salary ranges by two percent (2%) and pay employees in accordance with Section A. above.

## **C. OTHER INCREASES**

1. The University may increase, during the term of this agreement, individual wage rates or 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 G.1., above, the University shall provide notice to AFSCME.

## **D. 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 wage rates of initial hires and the parties will use the above criteria when assessing claims of wage 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 pay rate.
- 3. An equity rate adjustment concern does not include pay rate 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.

#### **E. 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 H 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.

#### **F. SHIFT DIFFERENTIAL RATE CHANGES**

- i. 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 wage rate.
- ii. 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.

**G. 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.

LBNL – All increases shall apply to LBNL as described in Section B.