

## **ARTICLE 44 WAGES**

### **A. GENERAL PROVISSIONS**

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

- a. To be eligible for any of the wage increases described below, employees must be and 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. Implementation is subject to UC Path blackout periods. All delays in implementation of any increase due to blackout periods shall be adjusted at the percentage negotiated and payable at a non-based building retirement eligible lump sum.
- d. Nothing in this agreement prevents the locations from providing additional increases to an employee as deemed appropriate by the locations.
- e. The parties agree that there shall be no step increases provided after contract expiration other than those that are expressly agreed to for LBNL and that provision of a step increase during the contract term shall not constitute the status quo.

#### **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, their 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.

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. RATIFICATION INCREASES**

1. Effective with the first full bi-weekly pay period no more than one hundred and twenty (120) calendar days, non-probationary career employees shall receive a non-base building \$2500.00 lump sum payment. The lump sum shall be prorated for career employees by hours on pay status in calendar year 2019. Such a payment shall be considered retirement eligible earnings. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout. Effective with the first full bi-weekly pay period no more than one hundred and twenty (120) calendar days, limited or per diem employees who have worked 400 or more hours in calendar year 2019 shall receive a \$500.00 flat lump sum payment. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout.
2. Limited or per diem employees who converted to career status in 2019 shall receive the prorated \$2500 lump sum payment only, consistent with the language above.
3. Effective with the first full bi-weekly pay period on or following twelve (12) months from the first lump sum payment, non-probationary career employees shall receive a non-base building \$1500.00 lump sum payment. The lump sum shall be prorated by hours on pay status in calendar year 2020 for career employees. Such a payment shall be considered retirement eligible earnings. Eligible employees must be in the bargaining unit on the date of ratification and the date of payout.

#### **C. WAGE INCREASES**

2. FISCAL YEAR 2019-2020
  - a. Post-Ratification Range Adjustment

Effective the first full bi-weekly pay period occurring no more than sixty (60) calendar days from the date the University receives AFSCME's written notice of contract ratification, the University will adjust the existing salary ranges by three percent (3%) and pay employees in accordance with Section A. above.

b. Post-Ratification Step Increase

Effective the first full bi-weekly pay period occurring no more than ninety (90) calendar days from the date the University receives written notification of ratification, the University shall provide a one-step increase to employees who are step eligible on the date of ratification and the date of the payout.

3. FISCAL YEAR 2020-2021

a. Effective the first full bi-weekly pay period on or after July 1, 2020, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.

b. Range Adjustments - October 2020

Effective the first full bi-weekly pay period on or after October 1, 2020, the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.

4. FISCAL YEAR 2021 - 2022

a. Step Increase – July 2021

Effective the first full bi-weekly pay period on or after July 1, 2021, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.

b. Range Adjustments - October 2021

Effective the first full bi-weekly pay period on or after October 1, 2021 the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.

5. FISCAL YEAR 2022 – 2023

a. Step Increase – July 2022

Effective the first full bi-weekly pay period on or after July 1, 2022, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.

b. Range Adjustments - October 2022

Effective the first full bi-weekly pay period on or after October 1, 2022, the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.

6. FISCAL YEAR 2023 – 2024

a. Step Increase – July 2023

Effective the first full bi-weekly pay period on or after July 1, 2023, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.

b. Range Adjustments - October 2023

Effective the first full bi-weekly pay period on or after October 1, 2023, the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.

7. FISCAL YEAR 2024 – 2025

a. Step Increase – July 2024

Effective the first full bi-weekly pay period on or after July 1, 2024, eligible employees who are within range will receive a one (1) step increase in accordance with Section A above.

b. Range Adjustments - October 2024

Effective the first full bi-weekly pay period on or after October 1, 2024, the University will adjust the existing ranges by three percent (3%) and pay employees in accordance with Section A above.

**D. LONGEVITY LUMP SUM PAYMENTS**

1. Effective with the first full bi-weekly pay period on or following July 1, 2020, all career employees with at least twenty (20) years, as defined in Article 35 – Section A, of full time bargaining unit service to the University shall receive a one-time longevity \$1,000.00 lump sum payment. Such a payment shall be considered retirement eligible earnings. Employees must have achieved at least 20 years of service as of July 1, 2020 and be in the bargaining unit on the date of payout.
2. For each year of the Agreement on July 1<sup>st</sup> (2021, 2022, 2023, 2024) employees who reach twenty (20) years of service, as defined in Article 35 – Section A, shall be eligible for one-time longevity \$1,000 lump sum payment, consistent with C.1 above.

#### **E. 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 F. 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.

#### **F. 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.

## **G. PAY RATE EQUITY ADJUSTMENTS PROCESS**

### Grievability and Arbitrability

- 1. 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.
- 2. 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.

## **H. SHIFT DIFFERENTIAL RATE CHANGES**

- 3. 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.
- 4. 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.
- 5. The University will Modify Appendix A to reflect that all shift differentials shall be no less than \$1.00 per hour by July 1<sup>st</sup> of the final year of the Agreement.

6. Nothing precludes the University from increasing shift differentials more than \$1.00 per hour.
7. This increase applies only to shifts, not to weekend differentials.

## **I. 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 steps and range adjustments, as described in Section B, shall apply to LBNL however, they shall be effective on October 1<sup>st</sup> of each year. This includes the July 1, 2024 step increase, which will be effective for LBNL on October 1, 2024. Across the board increases are subject to Department of Energy funding and notification.