

Side Letter

LBNL Project Scientist Accretion

The University of California (“University”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 5810 (“UAW” or “Union”) agree to the following terms and conditions for the accretion of the classification of Project Scientist at the Lawrence Berkeley National Laboratory (“LBNL”) into the existing Academic Researcher (“RA”) collective bargaining unit.

1. General Considerations

- a. This Side Letter is only applicable for the accretion of the classification of Project Scientist at LBNL and pertains only to the classifications and title codes named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement (“CBA”).
- b. All terms of the UC-UAW 5810 CBA, not modified by this agreement, shall apply to any employees in the applicable title codes effective on the date of the ratification of this Side Letter.
- c. Employees at LBNL who hold an appointment in the SXX.P title codes, including the codes included in the May 16, 2023 Public Employment Relations Board issued modification order (SF-UM-878-H, Appendix A), and who meet the definition and UC-UAW agreement on the accretion on Project Scientists, are subject to the terms and conditions of this Side Letter. When LBNL creates a new SXX.P title code, it shall provide notice to the Union at least 30 days in advance. This recognition excludes any LBNL employees in the titles listed above who are defined by HEERA as managerial, supervisory and/or confidential or whose principal place of employment is outside of the State of California at a worksite with 100 or fewer employees.
- d. The term “incumbent” in this Side Letter is specific to employees in the covered title codes who are employed at LBNL as of the date of ratification of this Side Letter.
- e. Any disputes arising from this side letter agreement are subject to the grievance and arbitration process as outlined in Article 7 – Grievance and Arbitration of the CBA.

2. Project Scientist Series

Employees appointed to one of the covered titled codes shall be covered under all provisions of the Project Scientist Series specified in Article 22 except as described below:

- a. Employees that are eligible shall undergo merit and promotion review beginning with the fiscal year 2024 LBNL review period. LBNL shall develop local procedures for the review period.

- i. Incumbents who were hired on or before January 1, 2023 as a Project Scientist at LBNL shall be eligible for their first merit and promotion review in fiscal year 2024.
 - ii. Incumbents who were hired after January 1, 2023 as a Project Scientist at LBNL shall be eligible for their first merit and promotion review in fiscal year 2025.
- b. The effective date of merit increases and promotions as a result of the review process described in 2.a.i shall be effective on October 1st of the review cycle or the date listed in the notice pursuant to Article 22, Section D.1.b.4 in the CBA.
- c. Review Period for Project Scientists Hired After Ratification (Non-Incumbents):
 - i. A LBNL Project Scientist with an initial date of appointment between October 1st and April 1st shall be reviewed per the schedules in Article 22 as follows:
 - 1. Assistant Project Scientists at all steps and Associate Project Scientists, up to Step III, shall be reviewed every two years.
 - 2. Associate Project Scientists at Steps IV and V, and Full Project Scientists at Steps I-IV, shall be reviewed every three years.
 - 3. Full Project Scientists at Steps V and above shall be reviewed at least every five years, in accordance with local procedures.
 - ii. The review schedule for a LBNL Project Scientist with an initial date of appointment between April 2nd and September 30th will not commence until October 1st of that year. On October 1st of that year, the review schedules in Section c.1-3 shall apply.

3. Appointments

- a. Notices of Appointment or Notices of Reappointment shall follow the Article 2 provisions beginning on the first of the month following thirty days after ratification.
- b. Transition for Incumbents - Incumbents in the covered positions on the date of execution of this Agreement shall not be subject to the provisions of Article 22, Section C related to their current appointment length, shall not receive an extension of their current appointment length as a result of this agreement, and shall remain in their current appointment for the length listed in their original offer. Decisions of reappointment are at the sole discretion of the University as per the CBA provisions.
- c. Reappointments lengths shall be subject to Article 22, Section C, except that reappointments after the first merit review may be less than the minimum appointment length if the employee will be reaching the five-year limitation of service as described in e. below.
- d. Incumbents who were previously categorized as "Limited Employees" under the Personnel Policies for Staff Members shall be converted to a title code within the Project Scientist Series as described in this Side Letter.

- e. LBNL employees in the Project Scientist Series shall have a five-year limitation of service. Additionally, if the employee is on an approved paid or unpaid leave of absence for one month or longer, their five-year limitation may be extended by the length of the leave up to one additional year beyond the five-year maximum.

4. Holidays

For LBNL, the general provisions of Article 9 shall apply except that employees in these covered titles shall follow the current LBNL holiday schedule where LBNL does not recognize Veterans Day (November 11th) and Cesar Chavez Day (last Friday in March or announced equivalent). LBNL has one administrative holiday that Project Scientists can use for Veterans Day, Cesar Chavez Day, or during the LBNL winter shutdown.

5. Transition for Incumbents - Performance Management Process (PMP)

- a. Incumbents who are currently participating in the staff PMP, subject to all current provisions of the LBNL PMP program, shall continue to participate in the process. Any incumbents who are eligible under the guidelines shall receive a scheduled increase effective October 1, 2023.
- b. After the completion of the fiscal year 2023 PMP process, LBNL Project Scientists shall no longer be eligible to participate in the staff PMP.

6. Compensation

a. General Range Adjustments

LBNL shall implement a local Project Scientist Scale which shall follow the provisions of the CBA (Appendix B), including, but not limited to, the general range adjustments outlined in Article 4 – Compensation, except for the following:

- i. Starting in 2024, the implementation of prospective general range adjustments specified in Article 4 shall coincide with the first full pay period commencing on or after October 1st of each year instead of July 1.
- ii. Eligibility for general range adjustments:
 - 1. Monthly paid Project Scientists must be appointed and on payroll status on October 1st.
 - 2. Bi-weekly paid Project Scientists must be appointed and on payroll status on the first day of the first full bi-weekly pay period commencing on or after October 1st.
- iii. General Range Adjustments
 - 1. On a non-precedent setting basis, and applicable only to LBNL Project Scientists, Project Scientists whose current salary is above their step on the new LBNL Project Scientist Scale described in Section 6.b, shall have the amount above their step designated as an LBNL salary component. Current and future LBNL Salary Components shall receive the same percentage increase to their

LBNL salary component as the general range adjustment increases described in Article 4 – Compensation and this section.

b. Placement to Rank and Steps

- i. On a one-time, non-precedent setting basis, incumbents in the Project Scientist titles identified in Section 1.c above, shall be placed on the LBNL Project Scientist Scale effective January 1, 2024 or the first of the month following sixty (60) days of ratification whichever is later.
 1. The initial placement to rank and step is based on each incumbent's number of years from PhD. The initial placement is based on number of years from PhD as of the date of placement on the LBNL Project Scale which is effective January 1, 2024 or the first of the month following sixty (60) days of ratification whichever is later.
 2. As part of the initial placement, LBNL guarantees a minimum of four and a half percent (4.5%) increase on the effective date, including cases where the incumbent is at or above the salary rate for their corresponding rank and step. The minimum 4.5% is inclusive of any increase from placement on the scale.
 - a. For incumbents who were hired on or before April 1, 2021, instead of 4.5% they shall receive a minimum guarantee of 5.5% increase on the effective date as per above, inclusive of any increase from placement on the scale.
 3. Incumbents shall have the working title of LBNL Project Scientist.
- ii. Placement of non-incumbents (future employees) to specific rank and step is subject to the sole, non-grievable discretion of the University.

7. Benefits and Other Considerations

- a. LBNL shall continue its current practices of relocation benefits for eligible LBNL Project Scientists in accordance with LBNL's relocation assistance policy.
- b. Incumbents in covered positions shall begin dues deductions as per the CBA on the first of the month following sixty (60) days of ratification.
- c. The implementation of any benefits or accruals under the CBA, which are not currently programmed into the University's systems, such as but not limited to vacation, shall begin the first of the month following sixty (60) days of ratification.
- d. LBNL shall begin to distribute Membership Election Forms as per the CBA on the first of the month following thirty (30) days of ratification.
- e. The parties shall meet within six (6) months for a Joint Labor Management Meeting for LBNL to present its local guidelines and procedures for how appointees in the Project Scientist series may be eligible to be considered for exceptional Principal Investigator/Co-Principal Investigator status.

- f. The UAW shall withdraw Unfair Practice Charge No. SF-CE-1439-H and the exclusive bargaining-related request for information.

For the University:

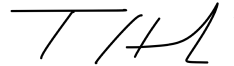


Mara M. Otero
Associate Director – Chief Negotiator
UC Office of the President

For the Union:



Iris Young
Project Scientist, LBNL



Thomas Hendrickson
Project Scientist, LBNL



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Employer,

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW LOCAL 5810,

Exclusive Representative.

Case No. SF-UM-878-H

UNIT MODIFICATION ORDER

TITLE OF UNIT: Academic Researchers (AR) Unit

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

Employees in the following titles and title codes at
Lawrence Berkeley Laboratory will be added to the AR
Unit:

Project Scientists:
S02.P Medical Project Scientist/Engr
S03.P Biochemist Project Sci/Engr
S04.P Bioinformaticist Project SE
S05.P Biologist Project Sci/Engr
S06.P Computational Biol Project SE
S07.P Biophysicist Project Sci/Engr
S08.P Geneticist Project Sci/Engr
S09.P Physiologist Project Sci/Engr
S10.P Biological Engr Project Sci
S11.P Chemist Project Scientist/Engr
S12.P Applied Physicist Proj Sci/Eng
S13.P Physicist Project Sci/Engr
S14.P Materials Project Sci/Engr
S15.P Geological Project Scientist
S28.P Earth Project Engineer
S34.P Chemical Project Engineer
S47.P Architect Project Sci/Engr

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



S48.P EnergyEnv Policy Project SE
S49.P Entrepreneurial Project SE
S35.P Electronic Project Sci/Engr
S36.P Mechanical Project Sci/Engr
S37.P Mathematician Project Sci/Engr
S38.P Computer Project Sci/Engr
S39.P Computational Project Sci/Eng
S40.P Statistician Project Sci/Engr
S42.P Energy Tech & Systems Project Sci/Eng

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Oakland, California on May 16, 2023.

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

A handwritten signature in cursive script, appearing to read 'Dan Crossen', written over a horizontal line.

Daniel Crossen
Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, San Francisco Regional Office, 1515 Clay Street, Suite 2206, Oakland, CA, 94612-1403.

On May 18, 2023, I served the Unit Modification Order regarding Case No. SF-UM-878-H on the parties listed below by

 I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Oakland, California.

 Personal delivery.

 X Electronic service (e-mail).

Timothy Yeung, Attorney
Sloan Sakai Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814
Email: tyeung@sloansakai.com

Daniel Curry, Attorney
Schwartz, Steinsapir, Dohrmann & Sommers, LLP
6300 Wilshire Blvd Suite 2000
Los Angeles, CA 90048
Email: dec@ssdslaw.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 18, 2023, at Oakland, California.

Aryana M Kazimi

(Type or print name)



(Signature)

Agreement
Between University of California and UAW Local 5810
In re Unit Modification Petition in PERB Case No. SF-UM-878-M

WHEREAS, UAW Local 5810 filed a unit modification petition SF-UM-878-M on August 8, 2022, which as amended sought to accrete the classification of Project Scientist at the Lawrence Berkeley National Laboratory ("LBNL") into the existing Academic Researcher ("AR") collective bargaining unit,

WHEREAS, UAW Local 5810 in its petition asserted that the community of interest of AR Unit employees includes employees, such as Project Scientists at LBNL, who do not currently undergo the Merit and Promotion Review process,

WHEREAS, the University asserted that the community of interest of AR Unit employees is limited to academic employees, which includes the requirement that academic employees undergo the Merit and Promotion Review process.

WHEREAS, the University does not oppose this unit modification as long as LBL Project Scientists agree to become academic employees, and agree to abide by the terms and conditions of employment for academic employees, and applicable terms and conditions of the AR Unit Collective Bargaining Agreement ("CBA"), including the Merit and Promotion Review process for Project Scientists described in the AR Unit CBA, Article 22.

NOW THEREFORE, in order to proceed with the SF-UM-878-M in a timely fashion, and with neither party conceding its respective positions, the parties agree to the following terms:

1. The parties agree that the LBL Project Scientists shall become academic employees under the applicable terms and conditions of the AR Unit CBA, including the Merit and Promotion Review process for Project Scientists described in the AR Unit CBA, Article 22. The parties shall meet and confer regarding the specifics of the LBNL Project Scientist

employees' transition, and the timeline for transition to academic employees under the AR Unit CBA, including how to apply rank and step for LBNL Scientists.

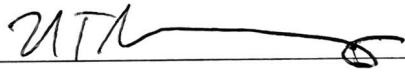
2. The University shall withdraw its opposition to UAW Local 5810's unit modification petition Case No. SF-UM-878-M.

3. The parties shall jointly request that the Public Employment Relations Board grant the petition in Case No. SF-UM-878-M and order the LBL Project Scientists accreted into the AR bargaining unit.

WHEREFORE, the Parties hereto have voluntarily executed this agreement on the dates shown below.

UAW LOCAL 5810

Dated: 4/27/23

By: 
Neal Sweeney
President, UAW Local 5810

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**


Dated: 5/3/2023

By: 
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Tentative Agreement - Appendix A

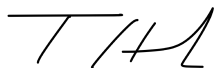
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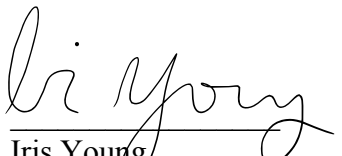
Dated: 10/23/2023


Mara M. Otero
Associate Director – Chief Negotiator
UC Office of the President

For the Union:

Dated: 10/26/23


Thomas Hendrickson
Project Scientist
LBNL



Iris Young
Project Scientist
LBNL

Appendix B - LBNL Salary Scale for Project Scientist Series				
Rank	Step	Years at Step	01/01/2024 Annual	1/1/24 Monthly
Assistant Project 1	1	2	\$ 91,300.00	\$ 7,608.33
Assistant Project 2	2	2	\$ 95,900.00	\$ 7,991.67
Assistant Project 3	3	2	\$ 100,700.00	\$ 8,391.67
Assistant Project 4	4	2	\$ 105,700.00	\$ 8,808.33
Assistant Project 5	5	2	\$ 110,900.00	\$ 9,241.67
Assistant Project 6	6	2	\$ 116,500.00	\$ 9,708.33
Associate Project 1	1	2	\$ 111,000.00	\$ 9,250.00
Associate Project 2	2	2	\$ 116,600.00	\$ 9,716.67
Associate Project 3	3	2	\$ 122,400.00	\$ 10,200.00
Associate Project 4	4	3	\$ 128,600.00	\$ 10,716.67
Associate Project 5	5	3	\$ 136,100.00	\$ 11,341.67
Project 1	1	3	\$ 128,700.00	\$ 10,725.00
Project 2	2	3	\$ 136,200.00	\$ 11,350.00
Project 3	3	3	\$ 144,200.00	\$ 12,016.67
Project 4	4	3	\$ 152,800.00	\$ 12,733.33
Project 5	5	N/A	\$ 162,100.00	\$ 13,508.33
Project 6	6	N/A	\$ 172,200.00	\$ 14,350.00
Project 7	7	N/A	\$ 183,200.00	\$ 15,266.67
Project 8	8	N/A	\$ 195,200.00	\$ 16,266.67
Project 9	9	N/A	\$ 208,200.00	\$ 17,350.00

Tentative Agreement - Appendix B

For the University:

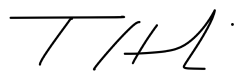
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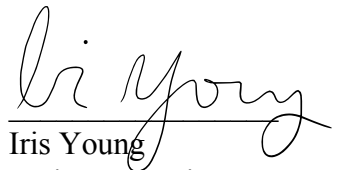
Mara M. Otero
 Associate Director – Chief Negotiator
 UC Office of the President

For the Union:

Dated: 10/26/23



Thomas Hendrickson
 Project Scientist
 LBNL



Iris Young
 Project Scientist
 LBNL




Appendix C					
On a one-time, non-precedent setting basis, incumbents in the Project Scientist titles identified in the LBNL Project Scientist Accretion Side Letter, shall be placed on the LBNL Project Scientist Scale effective January 1, 2024 or the first of the month following ninety (90) days of ratification whichever is later. The initial placement to rank and step is based on each incumbent's number of years from PhD. Placement of non-incumbents (future employees) to specific rank and step is subject to the sole, non-grievable discretion of the University.					
Rank	Step	Normal Years at Step	Years Since PhD	# of Incumbents at Rank	# of Incumbents with Review in 2024
Assistant Project 1	1	2	0 - 1		
Assistant Project 2	2	2	2 – 3	7	1
Assistant Project 3	3	2	4 – 5	11	5
Assistant Project 4	4	2	6 – 7	21	9
Assistant Project 5	5	2	8 - 9	Incumbents shall be placed at Associate Project 1 or 2.	
Assistant Project 6	6	2	10 - 11		
Associate Project 1	1	2	8 – 9	10	8
Associate Project 2	2	2	10 – 11	6	5
Associate Project 3	3	2	12 – 13	1	1
Associate Project 4	4	3	14 – 16	Incumbents shall be placed at Project 1 or 2.	
Associate Project 5	5	3	17 – 19		
Project 1	1	3	14 – 16	2	2
Project 2	2	3	17 – 19		
Project 3	3	3	20 – 22		
Project 4	4	3	23 – 25		
Project 5	5	N/A	26 – 28		
Project 6	6	N/A	29 – 31	1	1
Project 7	7	N/A	32 - 34		
Project 8	8	N/A	35 - 37		
Project 9	9	N/A	38 +		

Tentative Agreement - Appendix C

For the University:

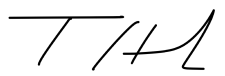
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Mara M. Otero
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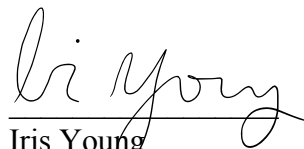
For the Union:

Dated: 10/26/23



Thomas Hendrickson
 Project Scientist
 LBNL





Iris Young
 Project Scientist
 LBNL