

Appendix D
Lawrence Berkeley National Laboratory Wages

LBNL Proposal #4
April 4, 2012

**Letter of Understanding: LBNL Wages for CUE-Teamsters Unit
Employees regarding FY 2011-2013 Wages**

This letter of understanding (LOU) constitutes a mutual agreement between the Coalition of University Employees-Teamsters (CUE-Teamsters) and the Lawrence Berkeley National Laboratory (LBNL) regarding wages for clerical employees that CUE-Teamsters represent for purposes of collective bargaining for fiscal years 2011-2013. This LOU shall be included as a side letter to the System wide Collective Bargaining Agreement (CBA) between CUE-Teamsters and the University of California. The parties specifically recognize and agree that this LOU supplements Article 45 of the CBA solely and exclusively with respect to LBNL. Should there be any conflict between this LOU and Article 45, the former shall be controlling.

It is recognized by LBNL and by CUE-Teamsters that this LOU has been made as a result of "local" negotiations between representatives of LBNL and CUE-Teamsters pursuant to Article 45, Section C of the CBA. Moreover, the parties recognize that it was executed in the context of the "system wide" negotiations between the University of California of which LBNL and CUE-Teamsters is part. This LOU, however is a final and binding agreement regarding wages for LBNL clerical employees in the CUE-Teamsters unit for the period commencing on October 1, 2010 and concluding on September 30, 2013.

I. FY 2011 Wages

- A. Career employees shall receive a 3.25% across the board base building increase effective October 1, 2010. Employees must have been eligible for a FY2010 annual performance evaluation with a satisfactory overall rating (i.e., must be a non-probationary career employee), be those employees who are on the payroll as of the date LBNL received notice of ratification and who remain on the payroll when the payment is processed in HRIS:

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- B) The FY 2011 salary increases retroactive pay will be paid out within 120 days from the date of ratification.
- C) All required UCRP reimbursed contributions from July 1, 2011 to September 30, 2011 will be deducted from the above retro pay as stated in I. B.
- D) Employees that were promoted, reclassified or transferred out of the bargaining unit after July 1, 2011 will receive the across the board increase including the retro pay minus the UCRP deductions for the period specified in I.C.

II. FY 2012 Wages

- A) 1.5% across the board increase
- B) Career employees shall receive a 1.5% based building across the board increase effective October 1, 2011.
- C) All required UCRP reimbursed contributions from October 1, 2011 to date of ratification will be deducted from the above retro pay as stated in II.B with the exception of any deductions already made.
- D) Employees that were promoted, reclassified or transferred out of the bargaining unit after October 1, 2011 will receive the across the board increase including the retro pay minus the UCRP deductions for the period specified in II.C. with the exception of any UCRP contributions already made.
- E) Employees must have been eligible for a FY2011 annual performance evaluation with a satisfactory overall rating (i.e., must be a non-probationary career employee), be those employees who are on the payroll as of the date LBNL received notice of ratification and who remain on the payroll when the payment is processed in HRIS.
- F) The FY 2012 salary increases will be effective on October 1, 2011. Retroactive pay will be paid out within 120 days from the date of ratification.

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G) Upon ratification, CUE-Teamsters employees will be eligible for the Berkeley Lab Back up Care Program.

III. FY 2013 Wages

- A) 1.5% across the board increase
- B) The FY 2013 salary increases will be effective on October 1, 2012.
- C) If the non represented employees receive higher than 1.5% across the board increase, CUE-Teamsters has the option to request a reopener for the FY13 wages.
- D) Employees must have been eligible for a FY2012 annual performance evaluation with a satisfactory overall rating (i.e., must be a non-probationary career employee) and who remain on the payroll when the payment is processed in HRIS.

General Provisions:

- A) The across the board increase is only for this wage agreement of FY11-13. Any future agreement for wages between LBNL and CUE-Teamsters will be merit based.
- B) Non eligible employees for FY 11-13 are defined as follows:
 - 1. Limited classified employees
 - 2. Rehired retiree
 - 3. Employees hired after April 1 of each fiscal year
 - 4. Rehired CUE-Teamsters career employee(s) with break in service
 - 5. Transfers, Reclassification and Promotion out of the bargaining unit before July 1, 2011.

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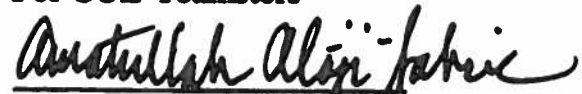
- C) Salary ranges may be increased at the Laboratory's sole discretion. The Laboratory shall provide CUE-Teamsters with advance notice regarding whether the salary ranges will be increased and, if so, the amount of the increase. Upon CUE- Teamsters' request, the Laboratory will schedule a meeting to discuss the union's concerns relative to the basis for such decisions.
- D) Employee (s) wage adjustments for promotions, reclassifications and individual equity adjustments shall remain at the Laboratory's sole discretion, based upon business need for the term of this Wage Agreement.
- E) For FY 11-13, employees who are "red-circled," i.e., who are paid higher than the range for their classification, are eligible to receive increases as specified in FY11-13 above. These will take the form of a non-base-building lump sum payment for the fiscal years 2011, 2012 and 2013.
- Employees close to the range maximum will receive the full across the board increase to the range maximum. Any increase exceeding the range maximum will be paid in a non base building lump sum payment.
- F) The wage increases set forth in this Wage Agreement will not be subject to Article 7 (Grievance) or Article 3 (Arbitration) of the CBA.
- G) No separate paychecks will be issued with respect to any employee payouts provided under this local wage agreement.

AGREEMENT:

For the LBNL



Shada Kuba, Negotiator

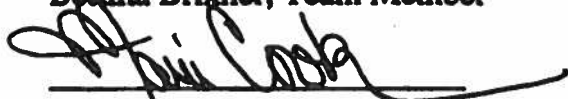
For CUE-Teamsters



Amatullah Alaji-Sabre, Negotiator

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Bettina Brixner, Team Member


Mari Cook, Team Member


Matthew Mleczko, Team Member

4-5-2012
Date


Helen Jefferson, Team Member


Barbara Watts, Team Member


Ray Whitmer, Team Member

4-5-12
Date