

University of California
LBNL Wage – Reopener
January 26, 2023
Article 45 – C – Wage Proposal #8

C. NEGOTIATED INCREASES AT LAWRENCE BERKELEY NATIONAL LABORATORY

1. General Provisions

a. Wage increases shall be effective on the first day of the first full payroll period nearest the first day of the month in which the increase occurs. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.

b. The applicable wage rates are reflected on the LBNL Site (<https://hr.lbl.gov/resource/compensation-pdf-resource/>) In the event this web page expires or is replaced by a new title code system and corresponding web page, the University will provide 30 calendar days' notice to union advising where such title code and wage information can be found online. The University will provide a copy of the "payscale" file for wage increases (TA 1.26.2023)

c. Unless otherwise specified, pay increases (shall be basebuilding only up to the maximum of the applicable pay range. The Laboratory's normal pay practices shall be followed in implementing pay increases. (TA 1.26.2023)

d. No employee shall be paid less than the pay range minimum. (1.26.2023)

~~e. Other Increases – LBNL may increase, during the term of this Agreement, individual wage rates, or across the board salary increases pay ranges for selected classes. LBNL may also increase, for selected classes at selected locations, during the term of this Agreement, Shift differentials, on-call rates, and/or extend coverage of such rates. At least thirty (30) days prior to implementing the increase referenced in this section, LBNL shall inform Teamsters Local 2010 in writing of such increases.~~

e. Other Increases – LBNL may increase, during the term of this Agreement, individual wage rates, or across the board salary increases for selected classes. LBNL may also increase, for selected classes at selected locations, during the term of this Agreement. In the event that the location wishes to establish, Shift differentials, on-call rates, and/or extend coverage they shall notice the union at least thirty (30) days prior to implement to bargain the effects. (TA 1.23.2023)

f. Employees whose pay exceeded the pay range maximum before the rate increase was applied to the range are eligible for an increase only to the pay range maximum. (TA 1.23.2023)

g. Order of Increases

i. Across the board wage salary increase

ii. Individual equity increase

iii. Increase resulting from promotion or reclassification.

iv. Increase to the minimum of the pay range. (TA 1.26.2023)

2. WAGE INCREASES (Past Contract Provisions)

a. Effective the first full pay period following October 1, 2019, LBNL will provide a 3% across the board increase to all CX employees at LBNL.

b. Effective the first full pay period following October 1, 2020, LBNL will provide a 3% across the board increase to all CX employees at LBNL.

c. Effective the first full pay period following October 1, 2021, LBNL will provide a 3% across the board increase to all CX employees at LBNL.

Bargaining for annual economic increases for subsequent fiscal years covered by this Agreement began on October 31, 2022,

Non- Probationary Employees whose pay exceeds the pay range maximum after across the board increase are applied are not eligible for a base building wage increases, but shall be eligible for non-base building lump sum payments equal to the value of the across the board increase. ~~range adjustment~~. The lump sum is pensionable and subject to dues deductions and state and federal withholdings. (TA 1.26.2023)

Award Program: The Lab retains the right to continue, create, modify or abolish campus/hospital and system-wide award programs. Award Programs, if any, shall ~~may be~~ implemented according to LBNL local procedures. All ~~award programs shall be available, if any, to employees in the unit, if available to other represented employees at that location.~~ (TA 1.26.2023)

Salary Range Adjustments – Salary ranges may be adjusted periodically. Adjustments of salary ranges do not increase the salary paid to an employee but provide increased potential for within-range salary adjustments. (TA 1.23.2023)

~~e. The applicable wage rates are reflected on the LBNL Site~~

~~(<https://hr.lbl.gov/resource/compensation-pdf-resource/>) In the event this web page expires or is replaced by a new title code system and corresponding web page, the University will provide 30 calendar days' notice to union advising where such title code and wage information can be found online. The University will provide a copy of the "payscale" file for wage increases.~~

d. OTHER INCREASES:

~~LBNL may increase, during the term of this Agreement, individual wage rates, or pay ranges for selected classes. The University may also increase, for selected classes at selected locations, during the term of this Agreement, Shift differentials, on-call rates, and/or extend coverage of such rates. At least thirty (30) days prior to implementing the increase referenced in this section, LBNL shall inform Teamsters Local 2010 in writing of such increases.~~

e. WAGE INCREASES

1. Effective October 1, 2022 or the first full bi-weekly pay date after October 1st, LBNL will provide a 6.0 % across the board increase to all CX employees at LBNL. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used. (TA 1.26.23)

2. Effective October 1, 2023 or first full bi-weekly pay date after October 1st, LBNL will provide a 5.5% across the board increase to all CX employees at LBNL. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.

3. Effective October 1, 2024 or first full bi-weekly pay date after October 1st, LBNL will provide a 5.5% across the board increase to all CX employees at LBNL. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.

4. Effective October 1, 2025 or first full bi-weekly pay date after October 1st, LBNL will provide a 5.5% across the board increase to all CX employees at LBNL. In the event the first day of the first full payroll periods are equidistant from the first day of a month, the earlier payroll period shall be used.

f WAGE REOPENER

~~2. Bargaining unit employees shall be eligible to receive mid-year salary increases as provided to other unrepresented employees.~~

3. Retroactive pay increases will be implemented within ninety (90) days of wage agreement ratification, excluding the annual holiday shutdown period. To be eligible for the retroactive pay increases, an employee must be in the CX bargaining unit on the date of ratification and continue to be in the CX bargaining unit on the date the increases are processed in HRIS. (TA 1.26.2023)

~~4. 2021-2022 Mid-year range proposal as follows:~~

~~a. Effective October 1, 2022, salary ranges at LBNL shall be increased 9%, or the annual percentage amount provided to non-represented employees at LBNL and or UC, whichever is greater. (1/2023- CX withdrew "which ever is great only" for each fiscal year of the contract.)~~

~~b. Effective October 1, 2023, salary ranges at LBNL shall be increased 7.5%, or the annual percentage amount provided to non-represented employees at LBNL and or UC, whichever is greater.~~

~~c. Effective October 1, 2024, salary ranges at LBNL shall be increased 7.5%, or the annual percentage amount provided to non-represented employees at LBNL and or UC, whichever is greater.~~

~~d. Effective October 1, 2025, salary ranges at LBNL shall be increased 7.5%, or the annual percentage amount provided to non-represented employees at LBNL and or UC, whichever is greater. (Withdrew by CX 1/20/2023)~~
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g. RATIFICATION LUMP SUM

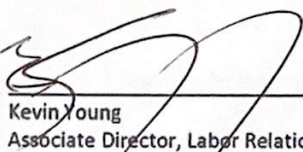
Ratification Lump Sum – Effective within sixty (60) days following ratification, all non-probationary career employees will receive a one-time, non-base building wages payment of Three-Thousand dollars (\$3,000.00). The wage payment shall be subject to dues deductions and retirement eligible. All appropriate taxes and UCRP contributions shall be deducted from the wage payment. Employees eligible for this payment shall be those employees who are on the payroll as of the date the University received

notice of ratification and who remain on the payroll when the payment is issued. Lump sum shall be pro-rated based on employees' appointment percentage. Less than full-time employees shall receive a lump sum amount based on their average hours worked in the quadri-weekly cycle prior to Ratification, if it is greater than their appointment percentage. (TAd 1/20/2023)

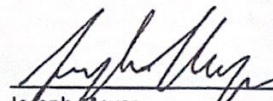
h. Future annual increases (FY 2026-2027 and thereafter) will be bargained at the CX table-Statewide, with the understanding that the fiscal year for LBNL commences in October of each year and all increases are subjective to Department of Energy oversight and must be approved. (Tad 1/20/2023)

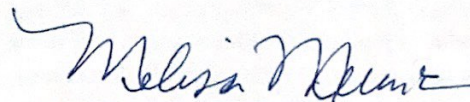
TENTATIVE AGREEMENT

FOR THE UNIVERSITY

 2/10/2023
Kevin Young Date
Associate Director, Labor Relations

FOR THE UNION

 2/9/23
Joseph Meyer Date
Teamsters Local 2010

 2/9/23
Melissa Munio Date
Teamsters Local 2010