

**SIDE LETTER**  
**LAWRENCE BERKELEY NATIONAL LABORATORY**

The following items are offered as the Lawrence Berkeley National Laboratory's resolution to all outstanding issues as related to Research Associate Salary and Genomic Shift Operation (LSD) Negotiations:

- A. The parties shall be guided by principles mutually established in the "ALS Shift Assignment" side letter dated June 20, 1997 and shall be applicable to Genomic operations with the following supplemental notations:

1. **Workweek**

The workweek shall commence at 12:01 a.m. Sunday to and including 12 midnight the following Saturday. The workweek shall be five consecutive eight hour days or four consecutive 10 hour days excluding the meal period.

2. **Shifts**

a. **Initial Shift Assignments:**

Any newly available work shift will be first offered to employees in the appropriate classification in order of seniority. If an insufficient number of employees select the new shifts/weeks/starting times, the employer will assign employees to it in the inverse order of seniority. However, in all cases, all employees going to the new shift/week/start time must, in the employer's judgment, currently have the requisite knowledge, skill and efficiency to perform the work. The employer's judgment must be exercised in good faith and is subject to the Grievance and Arbitration procedures.

- b. For those employees on shifts or when operational needs require the efficient use of resources, within a work week, an employee shall have the same start time each day of the week.

c. **Day Shift:**

Shall correspond to work hours and flex time allowance hours as set forth in the RPM at §2.22 D.1 – §2.22 D.4 (as it existed on April 15, 1996).

d. **Evening Shift:**

Shift start times shall commence between the hours from 3:00 p.m. to and including 6:00 p.m. Shifts may start on the hour, or any quarter hour or half-hour. Shift premium under these circumstances shall be paid biweekly or monthly at the rate of seven and one-half percent of the base pay calculated on a weekly basis.

e. **Owl Shift:**

Shift start times shall commence between the hours from 10:00 p.m. to and including 12:00 midnight. Shifts may start on the hour and any quarter hour or half-hour. Shift premium under these circumstances shall be paid biweekly or monthly at the rate of 15% of the base pay calculated on a weekly basis.

f. **Meal Periods:**

Meal periods shall be one hour in length, except that the employer may, upon request, grant a one-half hour meal period. Meal periods shall generally be scheduled at the midpoint of the employee's workday.

g. **Rest Periods:**

Employees shall be granted two 15 minute rest periods during the regular work day. Rest times shall not be taken at the start or end of the workday or be combined with each other or the meal period.

h. If less than 30 days notice of a shift change is given to an exempt employee, the employee shall be paid the equivalent of one-half of one day's pay.

3. **Overtime:**

a. Overtime is applicable to employees classified as non-exempt.

b. When computing premium pay for time worked over the normal 40-hour workweek, paid holiday leave is considered as time worked. Sick leave, vacation, military leave, court leave, and any other leave with or without pay is not considered as time worked.

c. Employees must receive prior authorization for overtime.

d. Compensatory time off with pay, as such, is not granted to any employee. However, an employee who consistently works more than a standard 40-hour workweek may request Authorized Leave with Pay in recognition of their extra effort. Management shall endeavor to grant such request. Authorized Leave with Pay shall not be used to balance extra work above an employee's basic work period on an hour-for-hour basis.

**B. POSITIONS:**

The status of current employees classified as "Term" appointees shall be changed to "Career" effective January 1, 1999. No new "Term" appointments shall be made unless provided under the system-wide agreement.

**C. SEQUENCING SPECIALIST:**

The Laboratory will create a new classification of Sequencing Specialist at the rate set forth in Appendix B of this Agreement. This classification shall be eligible for all merit salary increases under normal distribution set forth below, but not for any of the equity adjustments set forth below. Current Research Associates that are reclassified to a sequencing

specialist are eligible to receive the equity adjustment for fiscal year 1999. The pay of any such employee will not be reduced as a result of this reclassification. The position shall be non-exempt.

**D. SEQUENCING LEAD:**

The Laboratory will create a new classification of Sequencing Lead at the rate set forth in Appendix B of this Agreement for the purpose of giving work direction and leading a group of employees. This classification shall be eligible for all merit (under normal distribution) and equity pool percentage increases as set forth below. The position shall be exempt. The Laboratory anticipates that some employees currently classified as sequencing supervisors will be reclassified to sequencing leads. The pay of any such employee will not be reduced as a result of this reclassification.

**E. SALARIES:**

The following merit (under normal distribution) and equity adjustments shall be provided:

1. October 1, 1997                      Merit 3.8%                      (Across the board)
  
2. October 1, 1998                      Merit 4.0%  
  
                                                    Equity 3.25%                      (At the Laboratory's discretion)  
  
                                                    Reclassification &  
                                                    Promotion 2%
  
3. October 1, 1999                      Merit 3.8%  
  
                                                    Equity 3.0%                      (Across the board)  
  
                                                    Reclassification &  
                                                    Promotion 2%
  
4. October 1, 2000                      Merit 3.8%  
  
                                                    Equity 3.0%                      (Across the board)  
  
                                                    Reclassification &  
                                                    Promotion 2%
  
5. In order to be eligible for the salary increases of October 1, 1997 an employee must have been in the RX bargaining unit on April 1, 1997, and continue to be in the bargaining unit on the date of distribution. No later than December 1, 1998, eligible employees shall have their base salaries increased by 3.8%. Retroactive payments, to cover the period October 1, 1997 to September 30, 1998 at 3.8%, shall also be distributed not later than December 1, 1998. The undistributed amount from the 3.8% merit pool shall be distributed pro rated across the board into employees base salary retroactive to October 1, 1997. This amount shall be distributed no later than February 1, 1999.

6. In order to be eligible for the salary increases of October 1, 1998 an employee must have been in the RX bargaining unit on September 30, 1998, and continue to be in the bargaining unit on the date of distribution. The retroactive pay adjustment for Fiscal year 1999 and the payment of appropriate retroactive moneys (paid in a lump sum) will be made no later than February 1, 1999.
7. In order to be eligible for the salary increases of October 1, 1999 an employee must have been in the RX bargaining unit on September 30, 1999, and continue to be in the bargaining unit on the date of distribution. Distribution shall be no later than November 1, 1999.
8. In order to be eligible for the salary increases of October 1, 2000 an employee must have been in the RX bargaining unit on September 30, 2000, and continue to be in the bargaining unit on the date of distribution. Distribution shall be no later than November 1, 2000.
9. Salary ranges shall be adjusted annually effective October 1, 1997 and each year thereafter as follows:
  - For fiscal year 1998, all salary ranges will be increased by 2.9 %.
  - For fiscal year 1999, all salary ranges will be increased by 2.9%,  
except that the 381.4 range will be increased by 3.25%.
  - For fiscal year 2000, all salary ranges will be increased by 2.7%.
  - For fiscal year 2001, all salary ranges will be increased by 2.7%.
10. If more than one salary action takes place on the same date, the order of salary actions will be as follows: Merit (normal distribution) adjustments, Equity adjustments, and Promotion/Reclassification. If an employee's salary is still below their new range minimum, it will be increased to the range minimum.
11. Upon demand from the Laboratory, the union shall meet and confer over other supplemental salary increases the Laboratory deems appropriate for recruitment and retention.
12. The Laboratory shall provide the union the following information. Name, employee identification number, work location, work phone number, division, department, job code, date of hire, start date for current classification, monthly rate of pay, appointment type, full/part time status, and standard hours of work. For salary adjustments for Fiscal 1998 and Fiscal 1999, the information shall be provided no later than February 1, 1999. For salary adjustments for Fiscal year 2000 and 2001, the information shall be provided no later than November 1 of the year of the salary adjustments.
13. Any undistributed amount of annual merit and/or equity increase shall be distributed across the board and added to an employee's base pay.
14. For the eligibility dates in §E.5. through §E.8., above, and the establishment of the merit pool, the Laboratory will provide UPTE with a list of RX unit employees and their salary.

## **F. INTERIM GRIEVANCE PROCEDURE:**

In the event a dispute arises over the interpretation and/or implementation of the terms and conditions of this agreement, the interim procedure below shall be utilized to grieve and arbitrate the matter. It is specifically understood and agreed that performance evaluations and resulting merit distribution moneys are not grievable under this interim procedure; those disputes shall continue to- be subject to the provisions of RPM 2.05 D (as it existed on April 15, 1996). The RPM procedures at §2.05 C and D (as it existed on April 15, 1996) fully apply as to all matters not directly or specifically set out in this agreement until such time as the systemwide collective bargaining agreement is ratified.

## **G. INTERIM GRIEVANCE AND ARBITRATION:**

Provisions of this Side Letter shall be enforceable through this grievance procedure, and through final and binding arbitration. When a comprehensive system-wide agreement for members of the entire bargaining unit is ratified, the grievance and arbitration procedures in that agreement shall be used for enforcement, and this interim grievance procedure expires on the effective date of the system-wide agreement. Until that time, the provisions of this article shall be used.

1. The parties agree to employ a modified version of the RPM grievance procedure, RPM 205 C, §4 and §5 (as it existed on April 15, 1996). Where the RPM specifies the "employee", it means, for purposes of this agreement, "the employee and/or the union." The union may file grievances on behalf of itself, an individual employee, or a group of employees. The appeal to arbitration shall be submitted to the head of Human Resources. The Lab will proceed to the selection of the arbitrator within 15 days of the receipt of an appeal to arbitration.
2. The parties will attempt to mutually agree to the selection of an arbitrator. In the event that the parties are unable to agree, they shall request a panel from the American Arbitration Association (AAA) and shall use the AAA selection by mail process. The request for the AAA panel shall be sent to AAA not later than 15 days following the union's notice to the Lab that it will arbitrate the case.
3. In place of RPM 205 C §6 and §7, the parties shall use the AAA rules for the hearing.
4. In place of RPM 205 C §8, the parties agree as follows:

Similar grievances, involving the same issues or actions, can be combined by agreement of the parties. All grievances from one employee that relate to a single incident or issue shall be included in one hearing. Fees shall be borne equally by the parties.
5. An employee may be self represented, or may be represented by another person, at any stage of the grievance procedure. The union or its designee shall represent employees in the Arbitration procedure.
6. No employees shall be subject to reprisal for using or participating in the grievance process.

7. Time limits can be extended only by mutual written agreement of the parties. Any time limit that expires on a Saturday, Sunday, administrative holiday or other day off observed by the Laboratory shall be extended to the next normal working day.
8. Pay status for Time Spent in Grievance Resolution. The parties agree to use RMP 205 C, §8.f. (as it existed on April 15, 1996).
9. The Laboratory's only procedural defense shall be timeliness.

It is understood that the terms set forth above constitute the only locally negotiated agreed upon terms and conditions in the Laboratory Research Associate Bargaining unit. The terms of this side letter shall be effective when the union notifies the Laboratory that it has been ratified. It is understood, however, that the Laboratory must be informed of ratification no later than close of business, Monday, November 16, 1998, in order to meet the above payment schedule.

This Agreement shall continue until October 1, 2001 or until the system agreement terminates, whichever is longer.

The above terms and conditions are hereby agreed to by and between the University of California's Lawrence Berkeley National Laboratory and UPTE-CWA 9119.

Signed this twenty-ninth (29<sup>th</sup>) day of October, 1998:

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S.R. Hill for LBNL

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Libby Sayre for UPTE-CWA