

## **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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>.
  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 1<sup>st</sup>.
- 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:



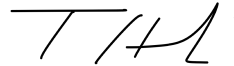
---

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

