

**ARTICLE 21
SALARY**

A. MERIT INCREASES

1. NSF are eligible to receive merit increases when they are provided to non-represented academic employees. Merit increases are provided in accordance with the provisions of Article 22, Merit Review Process.
2. For those NSF who are eligible for merit increases, such increases are based on academic attainment, experience, and performance, and are not automatic.
3. The University retains the sole discretion to decide to grant or not grant a merit increase.

B. 2011 – 2012 ONE TIME MERIT BASED SALARY PROGRAM

1. No later than the first full pay period 60 days following written notice of ratification from the Union, the University shall:
 - a. Create a new salary scale for bargaining unit titles to be effective October 1, 2011 such that each step of the new scale exceeds the corresponding step on the old scale by 3%.
 - b. Move eligible NSF from the existing salary scale to the new salary scale which shall result in a 3% base-building salary increase to the eligible NSF. Eligibility for movement to the new scale is set forth in the following section.
2. Eligibility
 - a. For Continuing Appointees, eligibility is as follows:
 - 1) The NSF must have received a positive merit review during the last four academic review cycles (2007-8, 2008-9, 2009-10, and 2010-11).
 - 2) In the event the NSF has been reviewed more than once during this time, the eligibility will be based on the most recent review action.
 - 3) For those Continuing Appointees who have not been reviewed for a merit as a Continuing Appointee, the excellence review shall be considered a positive action to determine eligibility.
 - 4) Continuing Appointees who are paid on a by-agreement basis are not eligible for the salary increase.
 - b. For Pre-Six Appointees eligibility is as follows:
 - 1) The NSF must have been appointed or re-appointed for the 2011-12 academic year.
 - 2) Pre-six appointees are not eligible if their appointments are paid on a by-agreement basis.
 - c. An NSF who is currently subject to discipline as defined in Article 30 shall not be eligible for this merit-based salary increase.
3. Lump sum payments:

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by UC and the UC-AFT***

- a. The parties acknowledge that implementation of the merit based salary program described in section above may occur after November 1, 2011.
- b. If that is the case, eligible NSF shall receive a lump sum payment reflecting the difference between the monthly salary they received on the existing scale and the monthly salary they are paid on the adjusted scale for the months between October 1, 2011 and the date on which the NSF's pay reflects the higher pay rate.
- c. Such lump sum shall be considered covered compensation for purposes of the UC Retirement Plan.
- d. Such lump sum payment shall be made as soon as practicable following implementation of the adjusted salary scale described in section 1b above but no later than 90 days following the implementation of the new salary scale.

C. SPECIAL PROVISIONS

1. Above-scale annualized salaries may be paid to NSF at the sole discretion of the University.
2. Positions and/or titles, in the unit, paid on a "By Agreement" basis may continue to be paid on a "By Agreement" basis insofar as the amount paid to each "By Agreement" NSF is at or above the minimum of the salary range for her/his position.
3. Positions and/or titles that are or become eligible to participate in the University's health science compensation plans may participate in those plans in accordance with the policies and procedures in effect at the time.
4. Salary increases, if any, for the SEEDS School bargaining unit members for the duration of the contract shall be subject to separate local negotiations.
5. In the event that the University proposes to restructure the salary scales/schedules for any title(s), in the unit, the University will provide notice to the Union and upon request will meet and confer prior to implementation.

D. GRIEVABILITY

Decisions related to the amount and timing of general range adjustments, merit adjustments, and all aspects of the non-general range adjustment provided to other academic employees are not grievable. The implementation of the amount and timing of the general range adjustments, one-time adjustments and special salary adjustments is subject to grievance and arbitration.