



Society of Professionals, Scientists, and Engineers

Local 11 - University Professional and
Technical Employees (UPTE),
Communications Workers of America (CWA)
Local 9119, AFL-CIO

SPSE

SENTINEL

News for UC Employees at
Lawrence Livermore
National Laboratory

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We want a voice in our future at LLNL!

As you know, the contract transition schedule calls for us all to have a new employer by October 1st. Some aspects of this change are inevitable, but others may not be. The Request for Proposal (RFP) requires that the successful bidder continue to recognize labor organizations like SPSE-UPTE. To take advantage of this opportunity, SPSE-UPTE is pursuing the most trustworthy avenue to preserving many of the things that have made the Lab a good place to work for so many years. To succeed, we need a majority of support. Please read on.

The switch to a Limited Liability Corporation (LLC) like Los Alamos National Security (LANS) threatens to force changes in the terms and conditions of employment that we have enjoyed under UC since the Lab's inception. These changes include:

- Future job security and wages tied to the fortunes and whims of a private company
- Forced conversion of our defined benefit (pension) retirement accounts
- Arbitrary changes to our health benefits
- Loss of our right to due process in disciplinary actions, such as demotion or dismissal, i.e., “at-will” employment for all current career-indefinite employees---a major shift
- Loss of academic freedom, i.e., your right to comment on the quality of research at LLNL without fear of reprisal

You have probably also heard that these changes are inevitable, and in fact, the basic ones are. *We will* become private-sector employees under the new employer; the RFP stipulates that the successor contractor *must* be an LLC. Nothing can change the fact that our retirement and pension benefits will now be managed by a *for-profit entity* without the financial depth and stability of the UC

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Retirement System. According to the RFP, the new employer need only offer a “substantially equivalent” defined benefit plan to the current one, with no indication of what this means, or whether even this vague assurance will survive the first contract renewal. These changes spell a loss for the Laboratory's workforce, and for the country.

To meet this challenge, SPSE-UPTE has undertaken a campaign to preserve the aspects of our work life that have helped make the Lab a good place to work these many decades. These include:

- Job security and wages tied to our actual value to the Laboratory
- Reasonable vacation, sick leave, and family medical leave
- Discipline and dismissal only for just cause and with the right to grieve the action before an independent outside hearing officer
- Security of our pension benefits
- The right to fair performance appraisals and independent review of them in cases of dispute

How can we do this? By gathering enough strength in numbers to gain collective bargaining status. Establishing collective bargaining would allow us to negotiate an employment contract. The new employer would be compelled by law to honor it. Moreover, they would need to negotiate any subsequent changes they want to make to the terms and conditions of our employment. Getting this one shot at continued stability requires you to do one simple but very important thing: print out and sign the authorization form at the end of this Sentinel, and mail it in. The fact that you have signed will not be divulged to either the current or the new management. If we succeed in getting a majority of employees within a job class to sign, we will gain the right to bargain with both UC *and* the new employer. The road to success will be long and hard, but failure is certain if we don't try. ■

Have you been told you are not eligible to sign? *Don't believe it!*

Representatives from LLNL's Staff Relations Division have been making the rounds of the Laboratory spreading a misleading message. They are creating the impression that anyone with even minor supervisory responsibility is ineligible for collective bargaining. Nonsense! According to the rules of the Public Employment Relations Board (PERB), line supervisors can definitely petition for a collective bargaining unit. Depending on their job duties, they may not be included in the *same* bargaining unit as their subordinates, but there are a long list of criteria for even this distinction, including their ability to set policy, and their degree of authority to hire, fire, and discipline. Only LLNL's uppermost managers are excluded from collective bargaining altogether. In most Directorates, this means Division Leaders and above. LLNL management does not get to determine who is and is not eligible for collective bargaining. That will be the role of the PERB after they receive the petition signatures. So go ahead and sign if you're inclined, or contact us at spse@spse.org if you're unsure. Your eligibility will be determined later. This is your best chance at a stable Lab future. ■



2007 SPSE-UPTE Officers and Board

Officers:

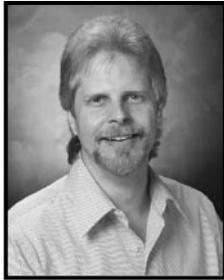
President – Jim Wolford
President-Elect – Sue Byars
Secretary – Joe Perea
Treasurer – Anne Lipska-Quinn
UPTE Representative – Jeff Colvin



SPSE-UPTE Executive Officers -- left to right, back row, Joe Perea, Jim Wolford, Jeff Colvin; front row, Anne Lipska-Quinn (left) and Sue Byars

Board Members (not shown):

Margie Altenbach
 Lance Barsnick
 Ian Kaplan
 Bruce Kelly
 Roger Logan



Message from the President

—Jim Wolford

This will be a revolutionary year in the life of the Laboratory. Beginning October 1st the Lab will be managed by a new organization for the first time since its inception. On top of that, the new entity will be a privately-operated Limited Liability Corporation (LLC). Both of these changes were codified in the RFP (the document issued by DOE setting requirements for the new managing contractor) in keeping with the wishes of the U.S. Congress, and are inevitable. Despite the inevitability of the changes, SPSE-UPTE has been working to mitigate their effects. Among our initiatives this year we have:

- Filed a lawsuit against UC and LANS in state court[†] (in April 2006) over forced conversion of UCRP pensions to a site-specific defined benefit plan at Los Alamos. The judge in the case is currently reviewing the arguments from both sides.
- Urged legislators in Washington, D.C. and Sacramento in 2006 to postpone the LLNL bid deadline, and in 2007 to postpone the transition date. We proposed metrics for the Congress to use in judging the success of the LANL transition prior to proceeding with LLNL's transition.
- Authored similar initiatives to persuade Congress to direct DOE to amend the RFP to require the new employer to guarantee us the continuation of

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public-sector employment rights. This concern of LLNL employees has been registered with both the Congress and the State Legislature, and many dialogues have begun.

- Launched an all-out, comprehensive, petition (card) drive to get collective bargaining status for current UC employees, i.e., the right to negotiate the terms and conditions of employment with the new management corporation.

Among these efforts, the last is the most important. Collective bargaining represents our best chance to preserve those aspects of our work life that have made the Lab a good place to work for 55 years. If you have not already done so, please sign the petition card on the last page of this Sentinel issue. If you have misgivings, or simply want more information before deciding, contact me or Sue Byars, or read the FAQ on the main page of our web site. But please do so quickly; we have very little time.

We all have concerns over the coming changes. I believe the best we can do to prepare ourselves personally is to get the broadest possible perspective on what is coming. Read and listen broadly, and ask questions. In the articles that follow, SPSE-UPTE members share their outlooks, and the grievance committee weighs in with a personal survival strategy. As always, look to us to bring minority opinions to light. Unlike the Lab's transition team, SPSE-UPTE's process is open and public. In fact we could not keep it secret if we tried. We are dedicated to seeing this transition through with a minimum of loss to employees, and to the integrity of the Laboratory and its mission. We hope you will join with us. ■

[†] See UPTE's opening brief at:

<http://www.upte.org/LosAlamos/docs/UCRP-complaint.pdf>
 and a legal analysis of the forced changes written by UPTE's attorney, in a memo to UPTE's systemwide president Jelger Kalmijn at
<http://www.upte.org/LosAlamos/docs/Pension-Plan-Legal-Memo-2.pdf>.

Who is telling you the truth about at-will status?

—SPSE-UPTE Grievance Committee

At-will employment is defined as the right of employers to fire employees for any reason, or for no reason at all.[‡] Does at-will status lead to the improper firing of employees at DOE-funded laboratories? LLNL management denies it. We say it absolutely does. Learn the facts and decide for yourself. The PowerPoint slide below is part of a briefing prepared by LLNL's Staff Relations Division, which is now making the rounds of the Laboratory. Staff Relations representatives have personally visited the scattered locations of Plant Engineering and have lectured the Shop Leads and Supervisors on management's hard line. In their slide, Staff Relations claims that we are incorrect in our assessment of the role of at-will status in firing employees.

How to Address Employee Concerns

- Main message is that unions do not provide solutions to these problems
- SPSE/UPTE's assertions about "at will" are not accurate; other Labs, do not arbitrarily terminate employees and do have safeguards



Apparently Staff Relations finds it easy to overlook the dozens (or is it hundreds?) of LLNL Flex-Term employees who have been fired before the expiration of their terms, over the years since that category was created, all of them casualties of their at-will status. Consider also the case of Shawn Carpenter, an at-will employee at Sandia National Laboratories in Albuquerque. Former SPSE President Bill O'Connell prepared this report regarding Shawn's case.

Sandia Whistleblower – At-will employment

What does at-will employment mean? Thanks to Sandia National Labs lawyers, we now have a better idea.

Shawn Carpenter, a Sandia employee, was fired and then he sued for wrongful dismissal. According to the Albuquerque Journal of Feb. 14, 2007, "Shawn Carpenter, a Sandia computer specialist whose job involved finding breaches in Sandia's computer networks, followed the trail of computer hackers around the globe in the latter half of 2004. His 'backhacking' discovered stolen documents about troop movements, body armor and more, but he testified that his bosses told him to concern himself only with Sandia.

"After agonizing discussions with his wife, then a Sandia researcher and later a White House fellow, he instead reached out almost immediately to the Army Research Laboratory. He eventually was passed to the FBI and shared his findings with that agency during a series of meetings, some of which he recorded."

"Although Carpenter had told line supervisors he was working with an unspecified outside agency, Sandia fully learned of his work when the FBI talked to Sandia counterintelligence. Less than three months later, Sandia officials fired him after meetings in which no minutes were taken and no record made until after the fact."

In February, a New Mexico state jury heard his suit and awarded him \$387,000 in damages and \$4,000,000 in punitive damages. Sandia's lawyers filed a motion with the trial judge for a new trial or to reduce the punitive damages to zero. On March 27, the judge denied the appeal. Sandia will appeal to a higher state court. At this point we get to read what Sandia stated in the first appeal.

As reported in the Santa Fe New Mexican of March 28, 2007, "Sandia argued in a post-trial brief that Carpenter actually jeopardized national security and had violated federal computer intrusion law, and it had no choice but to fire him."

"The brief said jurors had no business second-guessing that decision."

"An attorney for the Lab also argued that Carpenter was an at-will employee who was not entitled to due process."

(References: Albuquerque Journal of Feb. 14, 2007 and Santa Fe New Mexican of March 28, 2007 as reported in the LLNL Daily News Clips of Feb. 14 and March 29, 2007.)

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[‡] In the private sector, exceptions to this right include obvious acts of discrimination and cases where a company states explicit grounds for termination.

Still unsure? Read the “Employment Relationship” paragraph near the end of the LANS employment application at www.spse.org/LANS_Application.pdf.

Transitioning LANL employees were required to sign the following “At Will” employment language.

“The employment relationship with Los Alamos National Security, LLC at Los Alamos National Laboratories is by mutual consent. This means that employees have the right to terminate their employment at any time and for any reason. Likewise, LANS reserves the right to discontinue employment. I understand that LANS will take employment actions, consistent with its policies and procedures, as it deems necessary in its determination to establish and maintain a workforce of the size and capabilities required to achieve its mission and business objectives. I understand that, if I accept the offer of employment, I will be subject to these policies and procedures, which may change from time to time....”

Also, see for yourself the revision language that LANS put into the Policy and Procedures Manual for LANL. The two most important policies with respect to dismissal are those on Discipline and Complaint Resolution. We have posted them at http://www.spse.org/LANS_Information.htm. The at-will status of employees is highlighted in the revision “blue” sheets. The changes are crisp and to the point.

“Nothing in this procedure is intended either to abridge or to enlarge substantive rights available under existing law. Likewise, neither is this procedure intended to or should be construed to alter the ‘at-will’ employment relationship between the company and its employees.” [LANS Policies and Procedures—italics added]

In others words, no matter what the policy may suggest in the way of management’s best practices about disciplining fairly and allowing for employee complaints, at the end of the day LANS can still fire employees for any (or no) reason, for that is the meaning of at-will. ■

A Vision for post-transition LLNL: SPSE-UPTE and management working together to form a high-performance LLC

—William Smith, Ph.D., P.E.



Beyond guaranteeing stability in the terms and conditions of employment for UC employees at LLNL, a collective bargaining agreement could also form

the cornerstone of a cooperative arrangement with management. Such cooperation could lead to a more competitive and successful Laboratory in the market of the future. Fantasy, you say? Consider the very successful cooperation that has evolved between aerospace workers and their employers under the auspices of a union of professionals.

Late last year Charles Bofferding, the Executive Director of Society of Professional Engineering Employees in Aerospace (SPEEA) was invited by SPSE-UPTE to address a lunchtime assembly on the competitive advantages of the partnership between SPEEA and Boeing. These advantages include 1) a more stable, motivated and better-trained work force, 2) more robust long-term business decision making, and 3) communication lines to state and federal legislators and executives that corporations without

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strong union partners lack.

Mr. Bofferding’s remarks were based on the long relationship between SPEEA and Boeing that dates back to 1946. In that year, Boeing’s professional and engineering staff authorized SPEEA to organize them into bargaining units to negotiate employment conditions with Boeing management. Over the years, many of Boeing’s tradesmen have also authorized SPEEA to represent them.

The success of SPEEA and Boeing in building a world-class aerospace organization requires a common focus on building a high performance organization. The record of partnerships between unions and managements towards that end is mixed. Many unions and managements have succeeded in creating world-class organizations. Few, however, have been as successful as the United Auto Workers (UAW) and General Motors (GM), SPEEA and Boeing as well as University Professional and Technical Employees (UPTE) and other University of California unions and the University of California management at LLNL, in maintaining world-class status for decades.

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These partnerships between unions and management must continuously evolve, as evidenced by the consequences of the slow pace of change in the GM partnership. That slow pace has left GM's position as the number one manufacturer of automobiles, even in America, vulnerable to a challenge by Toyota and its rapidly growing number of non-union American plants.

The current troubles of GM unions and GM, and the recent success of SPEEA and Boeing, are part of a growing body of evidence that adversarial models of relations between unions and management are being replaced by cooperative models. Old models of relationships, where each tries to maximize their share of the organization's pie at the expense of the other in a zero sum game, are not working.

Like SPEEA and Boeing, unions and managements are increasingly focused on working together to continuously reshape, retrain and reposition their workforces. Both desire to create services and products that will maintain their organization's competitive edge in the marketplace for knowledge or goods.

In the past, as UC employees, the partnership between the unions, including UPTE, that represent UC employees and UC management at the UC campuses and Lawrence Berkeley National Laboratory (LBNL), have created successful personnel policies that will soon be updated by a new LLNL Limited Liability Corporation (LLC). These policies have enabled LLNL to recruit a multi-talented, motivated and stable workforce.

In October, after the new operating contract for LLNL is in force with the legally independent LLC, LLNL staff will no longer be able to rely on trickle-down benefits from the relationship between UPTE and UC management to influence changes in personnel and benefits policies. These trickle-down benefits flow from state regulations that apply only to public-sector employees and from contracts negotiated by UPTE for the UC campuses and LBNL.

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DOE has already required that the new LLNL LLC change some long standing UC benefits, for instance by requiring that the LLC offer new employees (not transitioning employees) fewer retirement benefits. Without a more focused and aggressive training and cross training program, there may also be less employment security in the new LLC.

Medical benefits for transitioning employees may be maintained at substantially equivalent levels by the first contract with the LLC. For the next multi-year contract, however, retiree medical benefits could be one of the first targets for DOE. DOE, by its actions and rhetoric, has made clear its determination to reduce LLNL's overall benefit package closer to the average level of corporate America and the other DOE national laboratories. Retiree medical benefits have little or no legal protection, even currently with UC, while retirement income benefit plans have some legal protection.

After the transition, all staff will be employed at-will by default, not just flex term employees. At-will status means that unlike now, when just cause must be shown for dismissing an indefinite term employee and the employee can initiate a review process to dispute the reason, no reason must be given. Without collective bargaining, reviews, if they exist, will be at the discretion of management. Employment policies have already been modified for our former UC colleagues at Los Alamos and they are now all employed at-will.

UC and LLNL staff have successfully recruited and retained talented individuals dedicated to being the best in their fields, whether secretaries, machinists, engineers or physicists. LLNL staff, by gaining collective bargaining status under SPSE-UPTE's auspices, and by electing employee bargaining teams, can provide insurance that LLNL will remain a high performance organization long after the contract transition. If you share this vision for LLNL's future, then sign the petition for collective bargaining. ■

Is "Substantially Equivalent" Substantially Equivalent?

—Jeff Colvin and Bill O'Connell

The RFP for the Management contract for LLNL requires the new management contractor to offer a Defined Benefit Plan (pension plan) to transitioning employees that is "substantially equivalent" to University of California Retirement Plan (UCRP). The new management contractor at LANL, LANS, had the same requirement. Their TCP-1 Plan was designed to fulfill this requirement. The chart at the bottom of this article summarizes the choices that transitioning LANL employees had last year. It masks an important question: is TCP-1 really "substantially equivalent" to UCRP?

There are several key differences that in our opinion make them NOT substantially equivalent. One key difference is that TCP-1 does not offer a lump sum cash-out provision.

Another is that there is no free survivor benefit (i.e., with UCRP your surviving beneficiary continues to get 25% of your monthly annuity payment without you having to take any reduction in your monthly benefit payment). Similarly, with UCRP you can take a reduced monthly annuity benefit in exchange for your surviving beneficiary getting 50% or 100% of your pension benefit; TCP-1 has a different survivor benefit formula that costs you more in benefit reduction.

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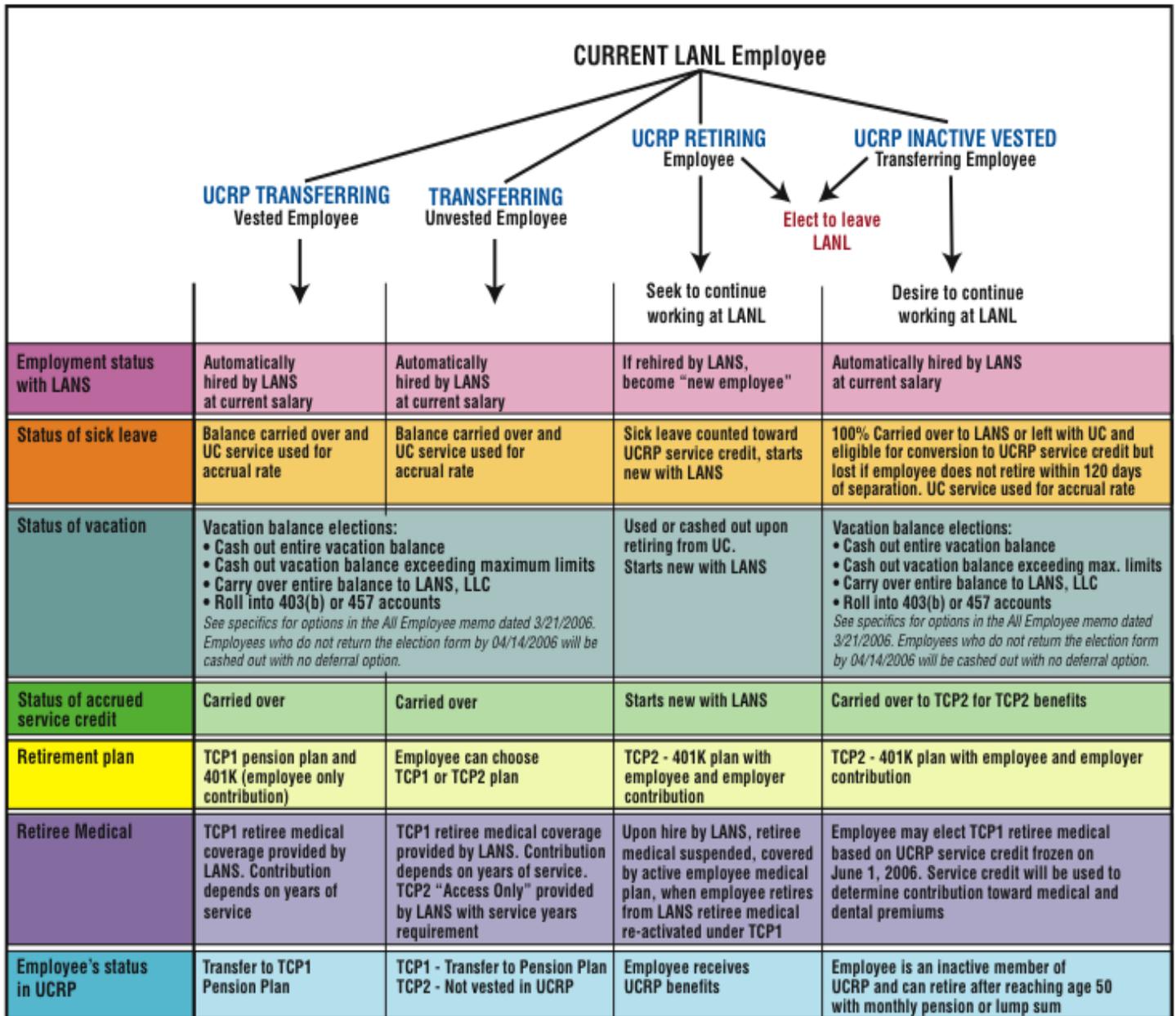
Another key difference is that TCP-1 has a much smaller funding base, to which new employees never get added, since TCP-1 is offered only to transitioning employees; all new employees automatically get only TCP-2, a Defined Contribution Plan (401k). Thus, as transitioning employees retire, the funding base of TCP-1 will continue to shrink, making it a much less financially viable plan.

The most important difference, however, is that TCP-1 is a private-sector pension plan that is specific to the work site. In the case of LANS, it is specific to LANL. UCRP, as a public-sector pension plan, is backed up by the fiduciary responsibility to UCRP placed on the State of California by the State Constitution. Thus as a UC employee you could have reasonable assurance that you will get your full UCRP pension regardless of what happened to the Lab. The security of TCP-1 is less certain, and relies on an expectation that current practices will continue into the future. So far DOE has shown a firm commitment to backing up pension obligations (as well as retiree medical benefits) at its contractor sites. However DOE is *not* declaring that they will continue this practice into the future. † We believe this is because they either wish to leave the decision up to Congress, or the current DOE incumbents simply do not like pension plans and do not want to make even a minimal statement of future intent in that regard. Should DOE deem it too difficult to sustain site-specific pension support in case of future defaults, the obligations might shift onto the Pension Benefit Guarantee Corporation (PBGC) as occurred in the case of United Airlines. PBGC is itself facing staggering costs as more and more companies go to court and get permission to shed their pensions. The hapless United Airlines employees got less than half of their promised pensions as a result. Of course, DOE assures us that none of their contractors has ever had to default on pension obligations, and they do not expect this to happen in the future. In the current political and economic climate, however, in which not only big private companies like IBM are jettisoning their pension plans, but even DOE is moving in the same direction for their contractors, the long-term security of TCP-1 is in a great deal more doubt than is the long-term security of UCRP. For this reason especially, we conclude that TCP-1 is NOT substantially equivalent to UCRP.

Resources

For a summary of the UC-DOE agreement, see the UC Regents Committee on Investments meeting of March 6, 2007 (at <http://www.universityofcalifornia.edu/regents/regmeet/mar07/march6.html>). This link permits you to watch video of the committee's open sessions. The committee produced two documents in preparing for its meeting that you may also find informative, the agenda (at <http://www.universityofcalifornia.edu/regents/regmeet/mar07/invest307.pdf>) and the background document for the discussion on asset transfer (at <http://www.universityofcalifornia.edu/regents/regmeet/mar07/i7.pdf>) In particular, one of the attachments to the latter document gives the clearest picture to date of how many transferring LANL employees have chosen each available option on pensions. ■

† When the Pinellas, Florida site closed, DOE transferred the funds, obligations, and administration to another DOE site contractor, with the stipulation that DOE would reimburse the newer contractor for expenses beyond the available funds. When Rocky Flats closed, DOE kept the contractor on for a while and in due time hired a new contractor purely to manage and administer the Rocky Flats Pension Plan and to provide retiree medical benefits. With the recent separation of LANL from UC, DOE and UC have recently reached an agreement (to be ratified) on (1) the amount of UCRP funds attributable to LANL employees to stay in UCRP to fund current UCRP-LANL retirees and vested inactive members, (2) the amount of UCRP funds attributable to LANL employees to be transferred to the new contractor's retirement plan on behalf of the employees transferring to that plan, and (3) DOE has agreed to keep the amount of funds in UCRP earmarked to cover LANL UCRP retirees and vested members at 100% funding level. 100% funding is to be evaluated using the same methods and assumptions that UC uses for the rest of its pension plan. If a shortfall were to develop due to investment vagaries or to members' longevity, DOE would make up the shortfall by equal payments into UCRP over 7 years.



Member Spotlight—a Senior Mechanical Inspector speaks about why he joined SPSE-UPTE

—Sue Byars, SPSE-UPTE President-Elect

SPSE formed as a non-profit labor organization in 1973 in response to a series of layoffs at LLNL. † SPSE originally started as a collective bargaining unit as defined by the Public Employment Relations Board (PERB). SPSE became the Scientists and Engineers unit for the 200 and most of the 300 series employees, because that was who was interested in and dedicated to forming a union. Those were the job classifications for the people who founded SPSE and have led it since 1973. It stayed that way over the years because no one in other job classifications was beating down the doors to join.

That is until Joe Perea came along. Joe not only wanted to join the SPSE, he was willing to persist at convincing SPSE to open membership to all UC employees at LLNL. Joe has been in a leadership role since joining SPSE in 2004. Joe is now an Officer, and an active member of the Organizing Committee.

Joe is a Quality Control Inspector (900 series) in Mechanical Engineering. Joe started working at the Lab in 1980 and became active with SPSE-UPTE in 2004 when he approached SPSE-UPTE about becoming a member.

Here is my interview with him.

Sue: I remember when you approached us about joining. I was an SPSE officer. It took some time to convince us to open up membership. What made you want to join SPSE?

Joe: What intrigued me about SPSE were the articles in the Sentinel I was receiving. How I got on the mailing list I don't know. I read about how SPSE was going to Washington, D.C., to the State Capital and working with the Lab for the benefit of all of us here at LLNL. I thought if I had the opportunity to join such an organization I would.



Sue: You come from a pro-union family. Tell us about it.

Joe: Well, my father went to work for a company called Simpson Strong Tie. They're a union shop. My father tells the story "When founder, B. Simpson was running the company things were pretty good, and there was talk of separating ourselves from the 355 Sheet Metal Workers Union." He said that the separation almost occurred. What stopped it was a bad supervisor. The owner, Simpson, was diversifying and buying other companies, so he hired a plant manager to run the San Leandro Plant. That's when life at Simpson Strong Tie started to degrade. My dad got more involved with the union and became a shop steward. He then moved up to Chief Shop Steward and was also a contract negotiator. He retired from Simpson after 40 years of service and kept his union titles.

Membership in SPSE-UPTE is open to all UC employees at LLNL who are not part of a collective bargaining unit with another union

My mother worked for the Stockton Unified School District as a Teacher in the bilingual program. She was also the Chief Shop Steward, a contract negotiator and the Sergeant at Arms for CSEA. She held these titles until she retired after 30 years of service. She is a strong political activist, and, for her activities, was recognized by the 109th United States Congress on Thursday June 30, 2005, for the work she had done. An excerpt from the certificate that was given to her reads "She serves on numerous boards, including the California State Employees Association, the Democratic Central Committee, The Californians of Justice Committee, The 17th Assembly District Committee, and Comerciantes Unidas, to name just a few." My mother told me that my grandfather was a union organizer and was killed for his activities.

My wife works for the State of California, Department of Water Resource and was Chief Shop Steward and contract negotiator for Local 3, Bargaining Unit 12, Operating Engineers at the Byron pump plant. I must say she was well respected as a steward by management and her peers. We would talk about how she could resolve issues one-on-one with management, trying to keep from filing a grievance and getting the union involved. She had to file only 7 grievances on behalf of union members in her 11-year tenure.

So there you have it. Oh, I almost forgot, my brother was also a steward in the Firefighter's Union.

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† From 1970 to 1973 there were around 542 LLNL employees laid off. SPSE has secured a "tolling agreement" (a legal procedure to suspend a lawsuit) with the Lab which preserves SPSE's right to sue if the unfair 1995 personnel policies are used to harm employees' interests in a future layoff.

Sue: As a long-time employee, what are some of the concerns you have with the transition and how it will affect our workplace?

Joe: The biggest concern I have is that we will lose the rights that we currently enjoy under HEERA[†] as UC LLNL employees, such as the right of progressive discipline, the right to file for an administrative review or grievance, and the right to be represented. These are very important to have as an employee. Another thing that concerns me is being an at-will employee. This is where a lot of abuses can occur. I have a friend that used to work as a sales manager at a car lot. He told me that he had to terminate a salesman because the owner didn't like him. Jerry said he was a good, dependable salesman, but he had to fire him. This is "at will" employment: to be terminated without just cause.

This brings to mind the people at LANL. They have the same policies and procedures manual they did when UC was managing them, but the first page of every section that concerns employees, such as conflict resolution, reminds them that they are "at-will" employees.

Sue: We are now in the middle of an organizing campaign. How do you think collective bargaining can help Laboratory employees?

Joe: Simply stated, collective bargaining will give all of us job security. This will allow us to concern ourselves with our work. This is what has made LLNL the gem of our nation. LLNL is a great place to work. I would like it to stay that way, not just for me, but for all the new young people that are coming to work here and that will come to work here in the future. ■

The Job You Save May Be Your Own: Part 7 – Surviving the Transition

—The Grievance Committee

A popular theme among management trainers for many years has been "thriving on change". The phrase evokes visions of entrepreneurs who profit from being in the right place with the right outlook when big changes happen. It carries the promise that with the proper preparation, you too could be one of the lucky few. It also carries an element of truth; change *is* often good. So, should we embrace the LLNL transition? Will it be a crisis, an opportunity, or both?

Without question, an outside perspective on the Lab's operation could improve the stewardship of its resources, both human and material. The truth is that private companies survive competition through efficiency, among other things. But another truth is that this transition will deprive every career-indefinite employee of rights that UC employment gives us—rights that have become so familiar as to be invisible. They are woven through Laboratory policy and everyday practice here, and, without a collective bargaining agreement, after the transition they will be history. Here is what we stand to lose:

Property (Skelly) Rights—the right to be warned of discipline and dismissal and to challenge either when you consider them unfair. Your job is a form of property and the employer cannot take it away without due process, i.e., without progressive discipline.

Representation (Weingarten) Rights—the right to be accompanied and defended by a union representative, a lawyer or a co-worker during investigatory meetings or interrogations by your management.

Partial First Amendment Rights—the right to speak out in the workplace, to (among other things) flag what you consider to be bad science or bad engineering without fear of retaliation.

If you have ever gotten a letter of expectation or warning, you are seeing an example of progressive discipline. LLNL practices progressive discipline in order to comply with a legal requirement. (As a UC employee, you have property rights to your job that have been granted to you through acts of the state legislature and several landmark court cases. As a result, Lab management cannot deprive you of it without due process.) If you have ever wondered whether your salary is commensurate with your worth to your organization and have used the salary listing to draw comparisons with peers, you have exercised your right of access to public records that the University of California must provide by law. At this year's transition, these rights and others will disappear unless they are granted back to you in a collective bargaining agreement.

[†] The Higher Education Employer-Employee Relations Act was passed by the California Legislature in 1978. It gives higher education employees (like career-indefinite employees at LLNL) expanded employment rights.

If you fall into disfavor with your organization, yes, you might still get a letter revealing their displeasure, but there will be no *legal* barrier to keep your management from summarily firing you instead. This is the meaning of “at-will” employment.

Market Forces?

Some of you reading this may be saying “Good. It’s about time.” You point to the rigors of success in the private sector to say that the caliber of management at LLNL will *have* to improve after the transition. You may also believe that a segment of the Lab workforce underperforms and adds little value. Upheaval, the logic goes, will bring improvement through adjustment to natural “market forces,” which while sometimes harmful to individual livelihoods, will nonetheless work to the collective good in the long run.

Our first response to this is, well, how long is the long run, and what happens in the meantime? The coming change will occur on two timescales. The shift from public to private sector will be instant and will profoundly change the legal basis of our employment, whereas the retooling of LLNL management will be gradual, since abrupt changes here would harm productivity. As a result, managers and supervisors with a broad range of maturity suddenly will no longer be constrained by law to discipline in stages. Sure, your supervisor may be the most mature and responsible out there. But high-profile scandals, like the ones we have witnessed at LANL, could happen here and take the matter out of his or her hands, and you will no longer have that safety net of rights to fall back on.

A second response to the “market forces” argument is the obvious one: Our primary mission as an NNSA Lab is the certification of nuclear weapons. Especially in an era without nuclear testing, *the notion of “market forces” is meaningless*. The entire premise of our job is based on trust and integrity, not on “proof” that our product is competitive in some “nuclear weapons market”.

So what can you do, by yourself, to transition-proof your job? Our advice overlaps with LLNL management’s:

Become as informed as you can. Read and listen to all sources of information, including both the mailings produced by SPSE-UPTE, and publications produced by the Lab’s transition team. Bear in mind that the transition office is presenting the current management’s “official story”, and look for independent corroboration.

Do your job well. Look at this as an important time to make an impression, even if you are EBA or find yourself in a job that does not challenge you. If you have treated your performance appraisal as a box-checking exercise in the past, take it seriously this time.

Be mindful of the shift in your employment status. After the transition, all employees without collective bargaining will be at-will. The laws that govern employee relations in the private sector are both different and weaker than corresponding laws in the public sector.

Most importantly, sign the petition for collective bargaining. This is your best shot at a stable future, at holding onto the things that have made the Lab a good place to work. A contract with the new employer is the only way to ensure that the terms and conditions of your employment will not change with their fortunes and whims.

LLNL’s transition team held a panel discussion on February 7, inviting senior managers from LANL and other national laboratories to comment in retrospect on the effects of transitions on their respective organizations. Two hundred employees were screened by their departments to be part of a select audience. The tone was decidedly upbeat. Its message, to encapsulate the 90-minute discussion, was this: change is coming, change is survivable, change could be good. We say this is bromide. Some may prosper from the transition, like the happy graduate from the class on managing change. But all of us are about to lose something valuable. For the sake of your career, take account of your new vulnerability. Here’s wishing you a soft landing on the far side. ■

UC Planning Pension and Health Benefits Take-Aways

—Jeff Colvin, UPTE E-Board Representative

UC is proposing several “take-aways” of our current pension and health benefits. Here is a concise and comprehensive summary of the proposed changes, and UPTE’s position on them.

Pension Contributions: UC is planning for an eventual 8% employee contribution, with the first 2% coming from our defined contribution plan payments, starting on 7/1/07. UPTE wants UC to pay their fair share, and we need adequate raises to make up for contributions.

Pension Plan: UC has speculated about offering an inferior plan for new employees. UPTE objects to a two-tier workplace with substandard conditions for new employees that will eventually erode the benefits for all.

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Employee Health Benefits: UC has increased our premiums on average more than 50% this year and plans to more than double this in coming years. UPTE demands that UC pay their fair share and not shift the cost burden to employees.

Retiree Health Benefits: These are not an entitlement and can be unilaterally changed and even eliminated by UC! UC estimates retiree health benefits to be a liability of about \$8 billion. UPTE proposes that UC establish a trust fund to secure retiree health benefits.

The magnitude of the changes and the shift in burden to employees proposed by UC are neither necessary nor inevitable. UPTE is leading the effort to protect our pensions and benefits. Since staff researchers, technicians, and health-care workers on the campuses and at the UC hospitals are covered by collective bargaining agreements (i.e., an employment contract with UC), UC cannot make any of these proposed changes without first negotiating them with UPTE (and the other unions that represent other UC employees). UC has committed not to make any changes for unrepresented employees (like us at LLNL) without first negotiating these changes with the represented employees.

After the new management contractor takes over the Lab, though, we no longer will be receiving pension and health benefits from UC, so why should we care what UC does? The answer is that the RFP requires the new contractor to offer “substantially equivalent” pension and health benefits to UC. And if UC makes any changes to these benefits, the new contractor is likely to make the same changes, because specific language in the RFP encourages them to do so.¹ There is also no specific language that prevents the new contractor from making these (or other) changes independent of what UC does. The only way we can protect ourselves against unilateral benefits “take-aways” by the new employer is to gain the right to bargain our own employment contract. It is now or never. Sign the authorization card today! ■

UPCOMING SPSE BOARD MEETINGS

Thursday, April 26	Noon – 1:00 p.m.	Building 125, Jade Room
Thursday, May 3	Noon – 1:00 p.m.	Building 125, Jade Room
Thursday, May 17	Noon – 1:00 p.m.	Building 125, Jade Room

¹ “The Contractor shall consider amending benefits for Transferring Employees to be consistent with any changes made by the Board of Regents of the University of California to employee benefits during the term of this Contract.” [LLNL RFP, Sec. H-35 (d)(1)(i)(II)]

JOIN SPSE-UPTE

Membership is open to all UC employees that are not represented by another union:

To join SPSE, complete and return this form. The form below authorizes payment of \$25.00 per month dues to be paid by payroll deduction to SPSE. Be sure to sign on *6. If you do not wish to have automatic deduction do not fill out the * items and you will be billed quarterly.

Name (please print) _____ Employee Number _____

Job code _____ L-Code _____ Extension _____ E-mail _____

Home Address _____ Home Telephone _____

Signature _____ Date _____



**EMPLOYEE ORGANIZATION MEMBERSHIP
PAYROLL DEDUCTION AUTHORIZATION**
UPAY 669 (10/80)

**PLEASE
PRINT
OR
TYPE**

CAMPUS LLNL	LOC	EMPLOYEE I.D. *1 Must be entered	DATE *2
ACTION ON THIS FORM TO BECOME EFFECTIVE ON THE PAY PERIOD BEGINNING:			DATE ASAP
MONTHLY DEDUCTION			
LAST NAME, *3	FIRST,	MIDDLE INITIAL	ENROLL
DEPARTMENT EMPLOYED AT U.C. *4			X
TITLE AT U.C. *5			AMOUNT
ORGANIZATION NAME (INCLUDING LOCAL NAME AND NUMBER) Society of Professionals, Scientists, and Engineers			REGULAR DUES RATE: \$25.00
MAXIMUM DUES: \$25.00 per month			TOTAL

I authorize The Regents of the University of California to withhold monthly or cease withholding from my earnings as an employee, membership dues, initiation fees and general assessments as indicated above.

I understand and agree to the arrangement whereby one total monthly deduction will be made by the University based upon the current rate of dues, initiation fees, and general assessments. I ALSO UNDERSTAND THAT CHANGES IN THE RATE OF DUES, INITIATION FEES AND GENERAL ASSESSMENTS MAY BE MADE AFTER NOTICE TO THAT EFFECT IS GIVEN TO THE UNIVERSITY BY THE ORGANIZATION TO WHICH SUCH AUTHORIZED DEDUCTIONS ARE ASSIGNED AND I HEREBY EXPRESSLY AGREE THAT PURSUANT TO SUCH NOTICE THE UNIVERSITY MAY WITHHOLD FROM MY EARNINGS AMOUNTS EITHER GREATER THAN OR LESS THAN THOSE SHOWN ABOVE WITHOUT OBLIGATION TO INFORM ME BEFORE DOING SO OR TO SEEK ADDITIONAL AUTHORIZATION FROM ME FOR SUCH WITHHOLDINGS.

The University will remit the amount deducted to the official designated by the organization.

This authorization shall remain in effect until revoked by me - allowing up to 30 days time to change the payroll records in order to make effective this assignment or revocation thereof - or until another employee organization becomes my exclusive representative.

It is understood that this authorization shall become void in the event the employee organization's eligibility for payroll deduction terminates for any reason. Upon termination of my employment with the University, this authorization will no longer be in effect.

This authorization does not include dues, initiation fees and general assessments to cover any time prior to the payroll period in which the initial deduction is made.

Payroll deductions, including those legally required and those authorized by an employee are assigned priorities. In the event there are insufficient earnings to cover all required and authorized deductions it is understood that deductions will be taken in the order assigned by the University and no adjustment will be made in a subsequent pay period for membership dues, initiation fees and general assessments.

EMPLOYEE SIGNATURE *6	DATE
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FOR UNIVERSITY USE ONLY

TRAN CODE	EMPLOYEE ID NO.	DATE	ELEMENT NO.	BAL CD	AMOUNT
1 2	4 12	13 18	19 22	23	24 30
X1		MO DY YR	6	G
X1			6	G
X1			6	G

RETENTION: 1 YEAR AFTER INACTIVE - ACCOUNTING OFFICE

We Say "Yes" for SPSE-UPTE!

It is *now or never!*

We can't afford to leave our future entirely in the hands of the new contractors.
We need a union – before it's too late!

By signing this card, we say we want a seat at the bargaining table to determine our
pensions ♦ benefits ♦ job security ♦ wages ♦ professional freedoms ♦ and more

I wish to have a voice in my future by authorizing SPSE (UPTE-CWA Local 9119, AFL-CIO) to be my exclusive bargaining representative for negotiating my terms and conditions of employment with Lawrence Livermore National Laboratory. I understand that by law, if a majority of employees in an appropriate unit sign cards like this one, my employer should extend recognition to SPSE to serve as my exclusive bargaining representative without a formal election.

_____	_____	_____
<i>name (legible)</i>	<i>signature</i>	<i>date</i>
_____	_____	_____
<i>building/room</i>	<i>job code</i>	<i>home phone</i>
_____	_____	_____
<i>home address</i>	<i>city, zip</i>	<i>email (prefer home)</i>

SPSE-UPTE (CWA 9119) ♦ (925) 449-4846 ♦ spse@spse.org ♦ www.spse.org

Please return this card to Jeff Colvin, L356 OR via US mail to SPSE, PO Box 1066, Livermore, CA 94551

