



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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## Message from the President—What We Know

By Jim Wolford

We are mere days away from a revolutionary change, both as a Laboratory and as a Union. The private-sector transition will give the Lab new management and SPSE a new relationship to the Lab and its employees. This time recalls moments in history when people have been challenged to redefine themselves, and even the most influential suffer from troubled sleep. Here's what we know: as of October 1<sup>st</sup> we as private-sector employees will be governed by a different set of laws than before. The National Labor Relations Act (NLRA) will replace the Higher Education Employer-Employee Relations Act (HEERA) as the basis of our relationship to Lab management. Will we notice? For many of us—those who have never needed to press a grievance or protest the content of a performance appraisal, who have never sought and will never seek to publish a scientific paper that challenges the basis of a well funded Lab research program, who have never faced the prospect of discipline or layoff, and never will—the answer is no. When budgets are flush and managers act with maturity and integrity, rarely do employees need a safety net. That is the difference; HEERA provides a safety net of rights, but NLRA does not, in and of itself. For example, HEERA gives you the right to be represented by SPSE-UPTE (or anyone) in disputes with management, but NLRA does not, that is unless you're part of a collective bargaining unit.

So consider the coming perfect storm. This year's budget is so uncertain that NNSA has requested a restructuring plan from all of its sites. George Miller (to his credit) leveled with us before the Deadline to Decide that the budget shortfall might exceed the Lab's ability to withstand without restructuring. Now consider that Lawrence Livermore National Security (LLNS) will be a start-up company, struggling from the very start to succeed with diminished resources. Consider that new business practices needed to make the fledgling company viable will take time to emerge and catch on. In the meantime, the managers and management structure of today will persist for some time to come, though today's public sector legal checks on bad behavior will not be there.

So what has SPSE-UPTE been doing about this? Our focus as a union for the past year has been to organize as many UC employees into collective bargaining status as possible. We've been in a race against time to 10/1/2007 when the rules for qualifying switch to private sector (and become much stiffer). What was the outcome of the campaign? Here's what we know: the 200 and 300 series employees that make up our historical membership base have not petitioned in sufficient numbers to gain collective bargaining for the Scientist and Engineer unit. The 500 and 900 series have signed up in large numbers, but will not likely reach majority by October 1<sup>st</sup> for the Technical Unit. The only group of employees to reach majority sign-up has been the subset of 800-series employees that make up the Skilled Trades unit. Who are they? They are the caretakers of the Lab's infrastructure. They are the ones who keep the lights shining and the water flowing. They keep the temperature tolerable and generally the whole damn ship of the Lab afloat. If you never have to think about your surroundings at work, they are a big reason why. I see it as no coincidence that as a group they have the most extensive experience with unions—both good and bad—and were the first to surpass the 50% mark. They filed for recognition back in June, but UC and LLNL management is refusing to recognize their petition, raising specious legal challenges to run out the clock. We're fighting back as I write this, through both legal and legislative channels. Rep. Ellen Tauscher herself wrote to George Miller twice, urging him to recognize the bargaining unit, or at least resolve differences with SPSE-UPTE by October 1 (see page 3). LLNL is doing neither, and on the legal front, quite literally, the jury is still out.

More than once, when I've asked them to sign a petition card, employees have demurred, saying "the Lab has been the best employer I've ever had". I heartily agree. I have had seven other employers in my lifetime, and LLNL tops the list. This has never been about showing or failing to show gratitude. Rather our campaign has been about holding on to what is good, and giving it permanence under the law. If this campaign fails, will we give up? No. It may take years to regain momentum under private sector rules, but we will persevere. For now, there is still a chance, and I'm an existential optimist. I believe that we can wake up tomorrow morning and decide to go in a different direction. There's a petition card at the back of this Sentinel. If you haven't signed yet, consider that this is your best shot at stable terms and conditions of employment in the private sector. As a UC employee, this is truly your last chance. ■

**Annotation** (slide 26 from “LLNS Total Compensation Design and Strategy—Proposal to NNSA”, June 18, 2007)

—The Grievance Committee

## Legal Disclosures

- This presentation is a summary of the benefits LLNS will be providing as of October 1, 2007. While this presentation and the verbal statements of Plan representatives are meant to be accurate, the actual Plan documents and relevant laws will govern at all times.
- LLNS reserves the right to amend or terminate benefits at any time.
- Nothing in this presentation is meant to be a guarantee of employment or continued employment. Company policies on hiring, discharge, layoff and discipline are in no way affected by the plans and programs described here.
- LLNS’s benefit plans are governed by a federal law known as ERISA, which provides rights and protections to plan participants and beneficiaries that are different than those applicable to public sector employees covered by State of California benefit provisions.

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Call this perfunctory if you like: a fine print footnote to the bold print message we all wanted to hear, of UC continuing to manage the Lab and everything remaining pretty much as it was, but that is a fiction, and let us be clear about the stakes. The integrity of UCRP is guaranteed by the California Constitution. The viability of TCP1 depends on the determined right action of a chain of private-sector pension managers stretching far into the future. Those of us who accepted UC employment as career-indefinite employees over the years have lost an important component of security. Notwithstanding the current norms of 401(k)s and “individual responsibility”, many of us turned down more lucrative and/or tenure-track positions elsewhere in order to get UC benefits and work at LLNL. For 55 years, people made the same choice as we, and it paid off for them. It was a good run. Now we are guinea pigs in a goofy experiment—an epic transformation involving 2 national laboratories, with Congress carrying out the contrarian manager’s maxim: if it ain’t broke, break it. As a longtime SPSE mainstay and former president puts it, we’ve been had.

The transition will change the legal basis governing the way Grievance Committee members (stewards) advocate for employees with Lab management. Whether our actual way of operating day-to-day will change a little or a lot depends on the new LLNS policies, a majority of which have not been disclosed. We look forward to seeing a growing fraction of employees win collective bargaining status and work under contracts, for that is the only way to regain the rights and safeguards we will lose on October 1<sup>st</sup>. In the meantime, we remain dedicated to helping our members to the full extent of our ability. Our corporate memory is decades long, we know the law, and we stand by our membership. ■

## *Congresswoman Ellen Tauscher Writes to LLNL Director, George Miller*

August 7, 2007

Dr. George Miller, Director  
Lawrence Livermore National Laboratory  
7000 East Avenue  
Livermore, CA 94550

Dear Dr. Miller,

I want to thank you for hosting me for the open conversation with all Lab employees on July 20. I appreciated the candid exchange with employees on the issues they are facing as the new LLNS management structure prepares to take effect. I was proud to highlight our partnership in securing the improved benefits package, and to discuss ways in which I can be of further assistance to the lab employees who have devoted their careers to keeping us safe.

As you are aware, the SPSE-UPTE CWA Local 9119 has recently undertaken and successfully completed a campaign to gather petitions authorizing the recognition of SPSE as the collective bargaining representative of the Skilled Crafts Unit at the Lab. It is important that there is resolution on this matter prior to October. As the Lab undertakes its transition, I respectfully ask that you approve the request of the employees of the Skilled Crafts Unit and recognize SPSE as their representative before the October 1, 2007 transition.

In recognizing the wishes of these employees you will not only be responsive to their request but you will also continue to uphold the tradition of respect between the Lab's employees and its management. Upholding this tradition will be of utmost importance as the Lab's transition is undertaken.

Thank you for considering my request, and I look forward to working with you during this important time in the Lab's history.

Sincerely,

**ELLEN O. TAUSCHER**  
Member of Congress

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### **UPCOMING SPSE BOARD MEETINGS**

<b>Thursday, September 20</b>	<b>Noon – 1:00 p.m. Building 453, Room 1012</b>
<b>Thursday, October 4</b>	<b>Noon – 1:00 p.m. Building 125, Jade Room</b>
<b>Thursday, October 18</b>	<b>Noon – 1:00 p.m. Building 123, Conference Room A</b>
<b>Thursday, November 1</b>	<b>Noon – 1:00 p.m. Building 123, Conference Room A</b>
<b>Thursday, November 15</b>	<b>Noon – 1:00 p.m. Building 123, Conference Room A</b>

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## What We Lose with the Transition

By Jeff Colvin

It may seem at first glance that not much changes for us in the transition from UC to LLNS management of LLNL: most of us will continue in the same job for the same pay, with much the same benefits, and for many even a “substantially equivalent” pension plan.

In reality, though, the change from public-sector employment to private-sector employment is profound, and in it we will lose a lot. Most importantly, the majority of us with career-indefinite status will lose a large measure of job security and stability. This is because, as public employees at least some of the terms and conditions of our employment at the Lab are controlled by California law and the State Constitution. For example, we have individual rights, under the contracts clause of the California Constitution, to our salaries, to our pensions, and, by virtue of due process, to our very jobs. These rights are “vested” from the very first day of employment, and generally may not be subsequently withdrawn or amended without individual consent. Some court decisions are even interpreted as extending the vested rights doctrine to non-pension benefits, like retiree medical insurance.<sup>1</sup>

Once we transition to private-sector employment, however, the vested rights doctrine will no longer apply to us. Here is a brief summary of the four major losses we will suffer as a result of this transition.

### Pension

We have already discussed ways in which TCP-1 (the new LLNS defined-benefit, or pension, plan) is not “substantially equivalent” to UCRP, despite what LLNS and DOE tell us.<sup>2</sup> Indeed TCP-1 will lack the depth and stability of UCRP, since:

- no new LLNL employees will be allowed to elect TCP-1 and the number of employees contributing to the fund will naturally dwindle through retirement and attrition
- the overall fund assets will decline as the transitioning employees who elected TCP-1 retire

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- though DOE/NNSA has promised to maintain enough funding to meet all future obligations, they are not legally bound by this promise

The more significant loss is that all new employees will be forced into TCP-2. The resulting two-tier workforce, wherein some will have better benefits than others, will divide and de-motivate employees, and likely will negatively impact recruitment of the nation’s “best and brightest”. Even current employees who opt for TCP-1 will have no assurance that their pension benefit accruals will continue until retirement. DOE has already signaled its intention to discontinue reimbursing its contractors for pension costs.<sup>3</sup> It is only a matter of time before economic and political pressures combine to bring DOE’s plan to fruition. As more and more private companies (even big, stable, high-tech companies like IBM) jettison their pension plans, can LLNS be far behind? Can those of you opting for TCP-1 be sure your years of service will count in determining your pension benefit up to the day you retire? With LLNS and DOE no longer bound by California’s “vested rights” doctrine, they can change the pension plan --- or discontinue it --- at any time, and without asking your consent.

### Job Security

Except for the approximately 15% of us who are flex-term employees (and a few others, including Senior Management), we currently have a property right to our jobs. This means we cannot be fired except for “just cause” (i.e., if we engage in misconduct, such as theft of Lab property, fisticuffs, gross insubordination, etc.) or unsatisfactory performance. Even then, we must be accorded “due process”, which usually means that adequate and timely written warning must be issued beforehand, and an opportunity be afforded the employee to get a fair hearing, including arbitration for violations of policy, which is binding in cases of disputed corrective action and termination. We cannot be dismissed because of lack of project funding. For example,

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<sup>1</sup> See Bender’s California Labor & Employment Bulletin of June 1, 2004.

<sup>2</sup> See the article entitled “Is ‘Substantially Equivalent’ Substantially Equivalent?” in the April 2007 issue of the SPSE Sentinel, available at [www.spse.org](http://www.spse.org).

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<sup>3</sup> DOE Notice 351.1, issued April 27, 2006, and then later suspended until June 19, 2007. More information can be found at [http://management.energy.gov/request\\_for\\_comments.htm](http://management.energy.gov/request_for_comments.htm)

currently when project funds run short, affected employees are funded through overhead accounts as so-called Employees Between Assignments (EBAs). It is a violation of Lab policy as stated by Staff Relations for managers to shift employees onto EBA status as punishment for poor performance, and SPSE has already established via arbitration that management cannot fire an EBA because of failure to “get” a funded assignment.

All these protections go away at the transition. Although the Staff Relations Division has stated that LLNS will have a dispute resolution program that includes binding arbitration, it likely will be available only for a much-restricted set of actions. More significantly, the “just cause” standard disappears at the transition, to be replaced by a much weaker “reasonable cause” standard. This means that unprincipled managers will have the flexibility to get rid of people they don’t like simply by taking them off project funding, and then dismissing them for budget reasons; they will also be able to downsize for reasons of “business necessity”, as a result of re-organizations, or shifting program priorities. “Reasonable cause” is a much looser standard than “just cause”; basically, any action of management is reasonable as long as it is not arbitrary, capricious, or discriminatory.

### **Fair Salary Management**

Did you know that the California Public Records Act (CPRA) came about partly as a result of SPSE suing to get salary data from UC? It’s true. (In fact CPRA was originally drafted by SPSE co-founder Cal Andre.) Because we have access to all information produced by any UC entity, including the Lab, all information

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concerning salaries, how many employees are charging EBA accounts, etc., is all out in the open. This openness is the major factor in keeping the salary management system here mostly fair. At the transition, CPRA will no longer apply. It is probable that we will no longer have access to these data. There will no longer be any check on managers abusing the system to enrich themselves at our expense. Watch for an ever-widening gap between the highest paid and the lowest paid. It is already happening at Los Alamos.

### **Opportunity for Employee Input on Personnel Policy and Benefits Changes**

As UC employees we have a right to be notified in advance of any policy changes affecting the terms and conditions of our employment, and must be afforded an opportunity to comment on any proposed changes. Since most UC staff on the campuses are also covered by union collective bargaining agreements, even changes to benefits cannot be implemented by UC without first negotiating with the unions. This “Meet and Confer” right goes away at the transition. This is arguably our greatest loss, because LLNS will be able to change anything at any time --- including the details of our benefits, the personnel policies and procedures --- without advance notice, let alone asking our opinion.

**Don’t just give up and accept these losses. We have an opportunity to protect our pensions, our job security, a fair pay system, and good personnel policies by negotiating to get them into a collective bargaining agreement. Sign the SPSE-UPTE Authorization Card at the end of this Sentinel TODAY! ■**

# What We Get with the Transition

**By Bruce Kelly**

What will we get at the transition from UC to LLNS? The answer is simple; we will get what we fight for. For example, many people at the Lab are facing the loss of some retirement benefits due to reciprocity, or the lack thereof. SPSE-UPTE, along with many of these people, is fighting to retain reciprocity agreements that now exist between UCRP and other systems. This was one topic of a recent Meet and Discuss we held with Lab management. When pressed, management replied that they are “looking into” this issue.

What will become of the reciprocity issue is unknown, but the Lab would certainly not be looking into anything unless we collectively spoke up about it. After all, there is only one way to make sure management listens to what their employees have to say. If we do not stand together to support each other on common concerns, it is guaranteed that things will be out of our hands.

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We will also get a “reasonable cause” standard for corrective action and dismissal versus the “just cause” protections we have now. The test of “reasonable” is only one of the seven requirements an employer must meet when trying to discipline or terminate an employee for just cause. Currently, the Lab must (1) give you notice of the rules and consequences of violating them, (2) investigate any violations, (3) make sure the investigation was fair and objective, (4) prove that the violation was committed, (5) give equal treatment to all employees, (6) make sure the penalty is appropriate to the violation, and (7) show that the rule was “reasonable”. Reasonable, in a legal sense, means that the employer cannot be arbitrary, capricious, or discriminatory in creating or enforcing a rule. This is often decided by asking “would a reasonable person make the same decision in the conduct of serious affairs?” Number seven is all that will remain after October 1<sup>st</sup>. Well, okay, one out of seven isn’t bad, right?

Of course, there are other ways to lose one’s job, such as lack of funded work. Unless Congress appropriates more money for LLNL programs in FY08, many of us will soon be facing lack of work. In early September, Director George Miller announced a planning process for workforce restructuring that will determine which employees will be laid off.

In the early 1990s, Congress passed a law, referred to as 3161<sup>†</sup> that helps federal employees and contract employees when they are laid off. This law, and the lawsuit filed by SPSE back then against UC in the event of a layoff, has contributed to preventing layoffs at the Lab ever since. In fact, no genuine layoffs have occurred since the budget downturn in the early 70s that accompanied the end of the Vietnam War.

The Lab, though, has found a clever way to fire employees, in fact, if not in name. Management created a new type of employee called “flexible term”. They now make up over 14% of the LLNL workforce. (See bar chart from LLNL website below.) Flexible term employees can be released “at will” and enjoy none of the procedural protections of career indefinite employees, such as the grievance process. When fired, these employees generally get minimal assistance in finding new jobs if any, although some directorates and divisions do manage to support them, at least part time, while they find a new job outside of LLNL. Flexible term employees are not protected by 3161 as Congress intended. This category of employment also violates an agreement that Congressman Pete Stark brokered more the twenty years ago between UC and the union, that all employees be granted grievance rights.

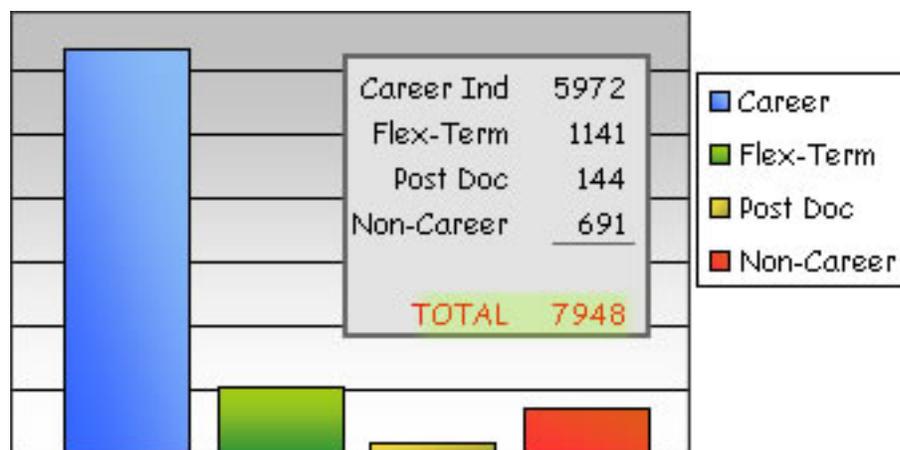


Figure 1. Composition of LLNL workforce as of 9/1/2007.

The category of “flexible term” employees evolved from the older classification of term employees. LLNL policies and procedures allow management to hire term employees for a definite term, not a flexible term. Although most flexible term employees are actually working jobs that are open ended (does the Lab’s need for electricians or theoretical physicists or system administrators ever go away?) they have no grievance rights through which to challenge their treatment. They could sue UC, but that would likely mean losing their job.

LLNS intends to maintain the distinction between flexible and indefinite term employees past the transition, in part to provide flexibility in dealing with routine budget shortfalls. In normal times, job security is greater for indefinite terms than for those with flexible terms. However when the budget shortfall is large enough to require a

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<sup>†</sup> The name stems from its origin: Section 3161 of the National Defense Authorization Act of 1993, also known as Public Law 102-484.

formal workforce restructuring plan, the difference in job security between flexible and indefinite term employees vanishes. This is what we face as management now prepares for FY08.

The other thing we get is a new dispute resolution process. You can find it on the LLNS web page.<sup>‡</sup> The new policy is somewhat similar to the existing one, but many grievances brought to SPSE-UPTE result from management failing to follow its own rules. Implementation of the new policy, not the rules themselves, will be the problem.

Currently, you can grieve improper implementation of policy, and you can appeal an adverse decision to an outside arbitrator. The new policy states that the only class of grievance that can be arbitrated is alleged lawbreaking by management. But generally, illegal actions are addressed by courts, not arbitrators. The dispute resolution policy also adds a mediation phase. So far, Staff Relations (who speaks for management on such matters) has declined to say if the mediators will be external to LLNS or internal (i.e., management). Just how impartial do you think a manager would be in mediating a dispute between a manager and an employee? Again, as stewards of your job rights we have found that by far the biggest problem we have is Lab management not following its own rules. Up until now, you could do something forceful about it. After October 1<sup>st</sup>, you may not have the right.

These changes combine to give us the same job security that the private sector has. So as private sector employees, why should we complain? LLNL needs to offer better job security for the same two reasons it always has: to attract excellent talent for wages generally lower than in the private sector, and to protect national security by providing employees with the means to protect their professional integrity from the occasional shortcomings of managers. Excellent employees are attracted to public sector jobs for two reasons: job security and benefits. These public sector benefits must compensate for the absence of the opportunities one gets in the private sector, like stock options, profit sharing, and bonuses. Since LLNS has yet to offer non-managers any of the benefits associated with private sector jobs, one has to wonder what will attract people to the Lab in the future.

In our experience here, you get what you fight for, and you get what you pay for. If you are paying nothing to have your needs represented to management, then that is what you will get. However, you can get your job priorities heard if you ask for representation. Representation in the form of collective bargaining will embed your priorities into a legally binding contract that both sides must agree on. Furthermore, both sides will be bound by law to follow the contract's provisions.

Here is an example of how we as LLNL employees have benefited indirectly from the representation status of other UC employees. The UC Union Coalition on the campuses headed off what would have amounted to a 2% pay cut we all would have encountered on July 1<sup>st</sup>. The coalition's unions refused to reopen contract negotiations early to allow UC to reinstate pension contributions. Loathe to give any tangible advantage to employees with union contracts (after all, that might make the rest of us want contracts too!) UC extended the same reprieve to ALL employees, including us.

On the down side, employees going into TCP1 will have to start making contributions in the near future. Whether and how much LLNS will add is not known, but both employees and LLNS will contribute to the 401(k)s for those who elect TCP2. The situation begs the question: do you want a say in the bottom line? Would you rather see deductions taken from your pay or get contributions to your retirement through a pay-neutral arrangement? Also, over what period do you want the contributions to be implemented? With representation, you would get some influence over the answer to these and other questions.

We have also learned that retirees will have to start paying for their medical benefits, remitting directly to the providers instead of via LLNS. LLNS plans to reimburse retirees for this cost by increasing their retirement checks. However no one is saying whether or not they will be taxed on this reimbursement income. This includes all currently retired Lab employees, as well as anyone who will retire under TCP1 or TCP2. Did LLNS ask the retirees if they thought this was a good idea? No, of course not. SPSE-UPTE is asking direct questions about this through the Meet and Discuss process with management, and is helping employees get answers, both individually and collectively. Occasionally, as with postponing the start of contributions to the retirement plan, SPSE-UPTE has changed the answer for the better. ■

<sup>‡</sup> See <http://www.llnslc.com/offerltr/disputeResolution.asp>

\* The UC Union Coalition is a consortium of unions representing the full range of employees on the UC campuses, from custodians to graduate students. UPTE, SPSE's parent union, is a major partner.

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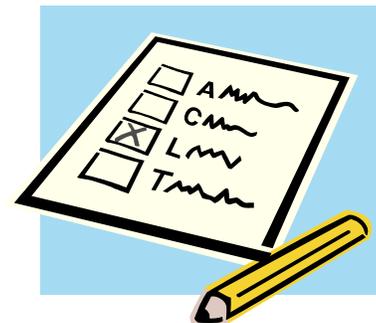
## Majority of Skilled Trades Sign Up for Collective Bargaining

By Bill Smith

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A majority of LLNL's skilled trades employees have signed cards authorizing SPSE-UPTE, Local 9119 of the Communication Workers of America (CWA), to represent them as a collective bargaining unit. Skilled trades include LLNL employees classified as 800s, such as mechanics, plumbers, pipe fitters, carpenters and electricians.

SPSE-UPTE has submitted the authorization cards signed by these employees to the Public Employee Relations Board of the State of California (PERB). PERB is validating the signatures and weighing a challenge by UC, calling for a broadening of the bargaining unit to include employees from other job series, primarily the machinists classified as 900s.



UC's apparent goal is to delay PERB's validation of the unit beyond the Sept. 30th end of the operating contract with the university. After this date, jurisdiction for labor relations will pass to the National Labor Relations Board (NLRB), an independent federal agency.

Unlike UC under PERB, LLNS under NLRB will not be required to honor signed cards (i.e., "card check"), but can insist on a one day employer-controlled election to authorize collective bargaining. LLNS has the option to continue recognition of card check past September 30th. However, judging from the effort they have invested in blocking recognition of the skilled trades bargaining unit, we expect that they will not voluntarily do so. SPSE-UPTE will continue to seek support from local political leaders to convince LLNS management to change its thinking.

Recognition of card check by LLNS would minimize delays in the formation of a collective bargaining unit. Speedy formation of a unit is crucial to providing employees with a direct voice in the planning for workforce restructuring to be initiated this month. Should pessimistic budget projections for LLNL become reality, workers would then be in a better position to influence processes for retaining and laying off employees. ■



## Union Organizing by Scientists and Engineers Around the World

By Sue Byars

I attended the fourth World Conference for the Engineers and Scientists Unions (CESO), on May 21-23, 2007 in Rio de Janeiro, Brazil, as an UPTE delegate. Eighty delegates representing twenty-four professional unions from North America, South America, Latin America, Europe, Asia and Australia gathered to discuss the status of professional unions in the twenty-first century. The unions collectively represented over 5 million professionals.

With so many different countries represented, communication was a challenge. We wore head phones for translation during the sessions, and found inventive ways to be understood when the translators were not present. The wide range of unions and the experiences their members reported was amazing. The European unions seemed very advanced. Many of the European unions use a professional association model, and offer professional development and life-long career coaching for its members. The Central/South American countries (Panama, Columbia, Peru, and Argentina) reported on repressive labor conditions with Telefonica (the leading telecommunications operator in the Spanish and Portuguese-speaking world). These delegates reported on the repression of union activism in their countries, including murders of some 3,000 union organizers by paramilitary forces.

### Relevance of Unionism for Professionals

The primary focus of the Conference was the evolving nature of employment world-wide, and how unions are adapting to such changes to ensure their relevance to their current and future membership. The need was identified for unions to have a focused strategy, to provide relevant benefits, and to provide efficiency in union organization. In the current market place, companies and management are global in networking and using their full power to achieve their goals. One key understanding that I gained while at the conference is the need for unions to do the same. We need to network globally in order to stay relevant in the twenty-first century. We need to work together and to know what our brothers and sisters in unions world-wide are experiencing, what services they are offering, and to find ways to support each other.

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**SPSE-UPTE's Sue Byars (center front, in dark jacket) with North American CESO delegates**

During the Conference, examples were given where professional unions had been able to support each other in a number of labor disputes and achieve a positive outcome. Two specific cases of support actually occurred during the conference. The first motion was for the conference to express its serious concern over the dismissal of nineteen engineers at Yemen Airlines as a result of their union activities and to call upon the Yemeni President and the CEO of Yemen Airlines to reinstate these professionals and enter into collective bargaining with the engineers association. Shortly after the Conference ended, Yemen Airlines conceded and the engineers were reinstated. Secondly, the conference called on Telefonica to respect their professional employees, and demanded the company honor its global agreement with UNI (define) and all collective bargaining agreements with professional employees. The Central/South American delegates were very grateful for the global support they received at the conference.

Delegates agreed to give priority to establishing a network to provide an effective way of supporting international solidarity of professionals. While there are many language and cultural barriers to be worked out, participating in this network should provide us with opportunities to cross these barriers and support our union brothers and sisters globally. ■

# ***End of Garbage Lockout Bodes Well for Future of LLNL***

**By William Smith**

In early July, Waste Management, Inc., locked out 481 members of Teamsters Local 70. These members collect residential and commercial garbage in Livermore, Oakland, and other locations in Alameda County. Then on July 28th the leaders of Local 70 reported that their members had ratified “one of the best contracts in the garbage industry”.

The new contract has strengthened, rather than weakened, union solidarity and safety practices. It represents a welcome reversal of the trend toward union concessions in recent years. The original aim of Waste Management, Inc., was to increase management’s unilateral control over working conditions.



By strengthening local unions, the contract settlement also bodes well for the future of LLNL employees. The strong support local leaders gave the workers will encourage LLNL’s new private management to maintain and improve upon LLNL’s existing worker friendly policies and procedures.

Among other things, Waste Management planned to prohibit the Teamsters from respecting the picket lines of other workers and to implement a vague “two strikes and you are out” (fired) policy for safety violations—potentially even the most minor of them. The new contract still allows the Teamsters to honor the picket lines of other workers.

That contract also clearly defines the safety infractions that can lead to dismissal. This clarification prevents the abuse of the “two strikes and you are out” policy. Workers will not be summarily fired based on less significant safety violations without a fair hearing and, if guilty, a chance for redemption.

Support by local political leaders, especially Oakland Mayor Ronald Dellums, was key to the quick settlement that strengthened the union’s position. Court action initiated by the City of Oakland charging Waste Management with breach of contract, and a significant move by the City to replace Waste Management with another contractor, encouraged the corporation to settle quickly and fairly. Houston, Texas, based Waste Management misjudged the depth of government support for Local 70 in California.

SPSE-UPTE members raised \$250.00 towards a strike relief fund established by the Alameda County Central Labor Council. It was used mainly for supporting members of the ILWU who went on strike in sympathy with the Teamsters’ lockout struggle. The added pressure the ILWU brought to bear played a role in the quick resolution of the standoff.

Although we as LLNL employees are still striving to obtain collective bargaining, we have benefited from bargaining by the Unions that represent other University of California employees, including those at Lawrence Berkeley National Laboratory. For example, when the UC Union Coalition refused to renegotiate their contracts early to authorize member contributions to UCRP for the first time in decades, UC postponed indefinitely the increase originally planned for July 1st. and did so for ALL employees.

After operation of LLNL passes to a private firm on October 1st, maintaining and improving our worker friendly policies and procedures may require that we rely even more on our union brethren within UPTE and CWA. Numbering in the thousands, they can influence business and political leaders to make our case with LLNL management. The success of Teamsters Local 70 in negotiating a better future for themselves with Waste Management bodes well for our own future. ■

# 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
<b>MONTHLY DEDUCTION</b>			
		ENROLL	AMOUNT
DEPARTMENT EMPLOYED AT U.C. *4		REGULAR DUES RATE: \$25.00	X
TITLE AT U.C. *5		MAXIMUM DUES: \$25.00 per month	
ORGANIZATION NAME (INCLUDING LOCAL NAME AND NUMBER) Society of Professionals, Scientists, and Engineers			
<b>TOTAL</b>			

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
	<b>X1</b>		MO	DY	YR	6 G . . . . .
	<b>X1</b>					6 G . . . . .
	<b>X1</b>					6 G . . . . .

**R RETENTION: 1 YEAR AFTER INACTIVE - ACCOUNTING OFFICE**

Collective bargaining status would give LLNL employees the right to summon the new employer to the negotiating table.

*Here are the top 5 concerns your fellow LLNL employees say they would want contract negotiations to include:*

- Job security
- Retirement (defined benefit/defined contribution plan)
- Health benefits
- Due process for unfair discipline (grievance rights)
- Academic / Scientific freedom

*Whether you share these concerns or have a different top 5, signing this card is your best chance to get them addressed.*

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## 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.

\_\_\_\_\_

*name (legible)*

\_\_\_\_\_

*signature*

\_\_\_\_\_

*date*

\_\_\_\_\_

*building/room*

\_\_\_\_\_

*job code*

\_\_\_\_\_

*home phone*

\_\_\_\_\_

*home address*

\_\_\_\_\_

*city, zip*

\_\_\_\_\_

*email (prefer home)*

SPSE-UPTE (CWA 9119) ♦ (925) 449-4846 ♦ [spse@spse.org](mailto:spse@spse.org) ♦ [www.spse.org](http://www.spse.org)

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

