

SENTINEL

News For LLNL
Professionals, Scientists, and Engineers

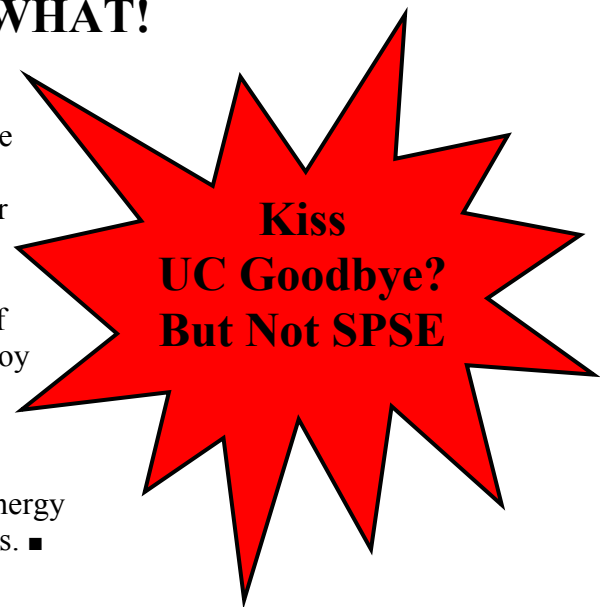
Society of Professionals, Scientists, and Engineers, Affiliated with University Professional & Technical Employees (UPTE), Communications Workers of America (CWA) Local 9119, AFL-CIO
Kurt Glaesemann, President ♦ Jayne Tonowski, President-elect

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SPSE WILL SURVIVE NO MATTER WHAT!

By Kurt Glaesemann, SPSE President

There has been employee concern about what will happen to The Society of Professionals, Scientists, and Engineers (SPSE) at Lawrence Livermore National Laboratory (LLNL) and our sister union University Professional & Technical Employees (UPTE) at Los Alamos National Laboratory (LANL) once the University of California (UC) no longer has the contract (even if the UC team wins, it will be the team and not UC that will employ you). There is no need to worry, SPSE and UPTE will both continue on no matter who wins the contract. Our existence is not dependent upon UC running the Lab, even though the word University is in UPTE's name. As long as the Department of Energy (DOE) has a lab here, we will be here to represent the employees. ■



Lab Employees Will No Longer Be UC Employees

By Jeff Colvin

In the last issue of the Sentinel (Vol.4, May 2005) we reported that the final Request for Proposal (RFP) for the contract to run Los Alamos National Laboratory has been released by the Department of Energy. The good news is that DOE included in the final RFP many of the changes from the original draft RFP that SPSE and UPTE lobbied hard to get. This includes rights for employees to organize, and almost the exact language we proposed on scientific and academic freedom.

There is some bad news, too. The RFP requires the new contractor to set up a two-tiered retirement plan completely separate from UC Retirement Plan (UCRP). Los Alamos employees will have a choice of three options during the transition to the new contractor: 1) transition to Pension Plan 1, which will be substantially equivalent to UCRP (i.e., sever all ties to UCRP and go on a new plan with the same age factors, and with UC service

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credit transferring to the new plan); 2) transition to Pension Plan 2 (i.e., become an "inactive" member of UCRP --- basically "freeze" in place the current UCRP pension --- and start over with the new employer on a much-less-generous plan starting with no service credit); or 3) retire under UCRP (in which case the employee would not necessarily be hired back by the new contractor --- this is the "take the money and run" option). All new employees (after the transition period) would go on Pension Plan 2. SPSE/UPTE fought hard against the establishment of a two-tiered pension plan, and we still think it is a colossal mistake for DOE to force such a system on the Labs. We believe that this will have an adverse long term impact on recruitment and retention.

SPSE is looking into the UCRP/CalPERS reciprocity issues (i.e. Will the new retirement plan have reciprocity with CalPERS too?), for

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those of you effected, you know what we are talking about. We have no reason to believe that reciprocity will continue under the new plan.

Worse, the RFP requires the new contractor to set up a completely separate Limited Liability Corporation (LLC) to run LANL. Thus, even if the UC-Bechtel team wins the bid competition, Los Alamos employees WILL NO LONGER BE UC EMPLOYEES. They will presumably be employees of the new LLC. Let us be clear on this point: LANL is going to be privatized, with all the implications that go along with this. It is not entirely clear at this point what the longer-term effects of this change will be on employee pay, benefits, and working conditions. As a minimum, it means LANL employees will no longer receive UC benefits. Retiree medical benefits, for example, would come from the new contractor, and the future of such benefits is by no means guaranteed. Organizing rights --- which includes employees' due process protections against arbitrary dismissals from their jobs --- would no

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longer be protected under the California Higher Education Employees Relations Act (HEERA); such protections would be afforded under the much weaker National Labor Relations Board.

The major competitor to the UC-Bechtel team is a University of Texas/ Lockheed-Martin team. DOE is expected to announce the winner of the bid competition in November 2005. The focus of SPSE/UPTE lobbying now is to win for employees an opportunity to question the bidders, evaluate the bid proposals, and provide an independent analysis of the bid proposals to DOE.

Why are we at LLNL so concerned with what is happening to our sister lab in Los Alamos? We are concerned because it is quite clear that the Los Alamos RFP is the template for the RFP that will be issued in another year or two for LLNL. We have discovered in the course of our lobbying activities that the mood in this Congress and this Administration is in favor of privatizing the Labs, and Los Alamos is only the first in line. Our turn is coming up next. ■

LLNL Under The Microscope Compared To Other Places

By Kurt Glaesemann

Here are three items from the recent news.

- A Marine jet carrying four 500-pound bombs crashed into the yard of a home in Arizona during a training exercise. The pilot ejected and one person on the ground was slightly injured.
- The inspector general's investigation found the illegal immigrants were construction workers on jobs at the Y-12 National Security Complex near Knoxville, Tennessee. The report details how the workers, apparently using fake green cards, were able to obtain access badges.
- A truck carrying 35,500 pounds of explosives crashed and exploded Wednesday, leaving a huge crater in a Utah highway and injuring at least four people.

I cannot help but think that if such accidents had been LLNL's fault, the news media would have jumped all over us with much greater vigor. But, I take that a compliment from the news media as to our safety, because as stated by Bruce Schneier, Founder and CTO of Counterpane Internet Security, Inc.: One of the things I routinely tell people is that if it is in the news, don't worry about it. By definition, "news" means that it hardly ever happens. If a risk is in the news, then it's probably not worth worrying about. When something is no longer reported -- automobile deaths, domestic violence -- when it is so common that it is not news, then you should start worrying. ■

The Job You Save May Be Your Own—Part VI: The True Meaning of a Performance Appraisal

--The Grievance Committee

It happens once a year; your organization sets down in writing an assessment of your performance. Maybe they asked you for input, and maybe they got input from those you have worked for or with. You get a short period to digest it, and then you are asked to sign it. What does the performance appraisal (PA) mean, and what does your signature mean? The answer depends on the maturity of your organization's leadership, and on what the future holds for your career. As soon as PAs emerge each year, members begin asking the Grievance Committee what they can do if they are unhappy with the content. We generally counsel restraint, but in some cases, a brief written rebuttal, or (more rarely) a request for Administrative Review is appropriate.

Strictly speaking, the PA is the Lab's official record of one's performance for a defined period. It bears directly on your ranking, and hence your salary. The LLNL Personnel Policies and Procedures Manual (PPPM) stipulates that written PAs are "the formal mechanism that gives each supervisor and employee the opportunity to discuss the employees job responsibilities and performance for a specific period of time, to review any job issues that may have arisen, and to establish future job objectives."¹ The same section explains the employee signature as "acknowledgement that the appraisal has been read." Typically the "specific period of time" is one year.² By the PPPM definition, the PA exists to frame a periodic discussion between employee and supervisor. Sadly, in many organizations the discussion itself falls by the wayside, and the PA becomes a perfunctory exercise. The PPPM also states "written performance appraisals are not intended to replace the day-to-day relationship between supervisor and employee." Yet at times this is exactly what happens. Employees get their PAs without comment, thrown over the transom as it were, and are left alone to decipher the meaning.

Despite all the ways the LLNL PA process fails to achieve its stated goal, one can nevertheless get valuable information from it. First, and most importantly, treat it as a learning experience. Once a year your supervisors are compelled to sit down and write something about you that they must defend. If you are lucky, your PA can give you rare insight into the way they think and make decisions. The connections between your accomplishments and their evaluations of them outline the cause-effect mechanism of your organization. Figure that out, and you will have a handle on how best to improve both your ranking and your salary. If you see distortions in your PA, bear in mind that the ranking process in many organizations forces Group and Division Leaders to emphasize the distinctions between employees who would otherwise be lumped together. This can pressure them to exaggerate the negative in your performance. When this practice is challenged, often it is defended as "compensation" for input provided by programmatic leads (particularly those who supervise matrixed employees) believed to be biased towards the positive.³ Despite these questionable motives, we usually advise against challenging the negative points of a PA simply because they seem overblown. An important exception to this rule is a negative PA that occurs when one is going through corrective action, especially for reasons of prior unsatisfactory performance.

Responses to your PA can take two forms: written rebuttals and requests for administrative review. Unfortunately, flexible term employees do not have administrative review as an option. But before you decide to write a response, develop a realistic sense of what it can and can not accomplish.

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¹ LLNL Personnel Policies and Procedures Manual, Section E, *Employee Performance*, http://www-r.llnl.gov/human_resources/RED/pppm/E_Performance.htm#E_1_1.

² Appraisal periods shorter than one year generally signal that an employee is fulfilling a probationary period for a new job, or is undergoing corrective action for a performance issue.

³ The tendency of the ranking process to treat positive information with suspicion, while embracing negative information will be explored in an upcoming article.

Sure, you can register your disagreement, but if you make it an expression of anger, you will likely alienate your supervisor. This is *not* the time to try to reform your management. Get over thinking that somewhere up high in the chain is someone who cares, and wants to see you get a fair shake. Chances are your supervisor's opinion of you was formed over months or years of working with you. You can not expect to change that with a few written words, especially if those words are hostile. Even the mildest of objections to a PA can damage your relationship with your supervisor. Instead, imagine that you are writing to a neutral third party who has been recruited to settle a disagreement. If your PA ever becomes evidence in an arbitration hearing or court case, that is exactly who will be reading it. What that person needs from you is a correct rendering of the facts that he or she can evaluate without knowing you, or anyone else involved. Accordingly, the most appropriate use of a written rebuttal is to flag places in the PA where facts are misstated or omitted. A small space to do so is usually provided before the PA signature line. If you need more room, then write in a sentence on the PA form saying that your comments will be attached. Our rule of thumb is to keep your response to under a page. Few will have the patience to read beyond that, and keeping it brief will help you avoid the temptation to editorialize.

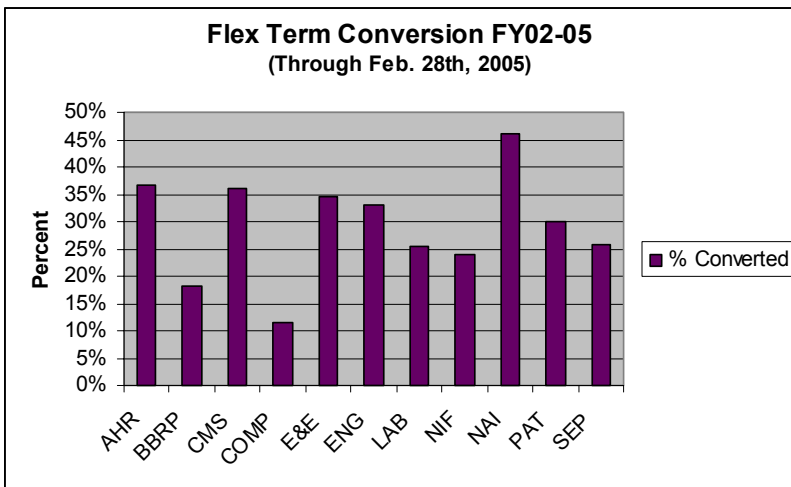
If your PA distorts your record *severely*, or states explicitly that your performance was unsatisfactory in ways that you disagree with, you might consider initiating an administrative review (AR).⁴ Challenging a bad PA may be especially important if you believe that an unsatisfactory rating will lead to corrective action against you, even if the challenge only stands to raise your appraisal from unsatisfactory to marginal. ARs consist of simple non-binding rulings by a Review Officer, who is usually a manager from an unrelated organization, appointed by the Director's office. They are relatively brief, and do not always include direct contact between the parties and the reviewer. However, since they are non-binding on the Laboratory, you may win a favorable recommendation from a reviewer for upgrading your appraisal, only to have it overruled by the Director's Office or your Associate Director (AD). Depending on the circumstances, and the outcome, an AR may resolve issues in a positive direction, or it may result in damaged working relationships. In our experience, judges and arbitrators generally rule that the Lab "owns" the PA, and that an employee's right to influence its content is limited. Thus we generally discourage members from spending effort on trying to rectify minor slurs.

The PA may come to have more significance in the transition to the next LLNL contract in 2007, but for now we believe it serves mainly to give you a read on your management. In this regard, you may well find that unflattering PAs are more valuable than flattering ones. Before reacting to yours, step back and try to get a sense of the message. Does your PA genuinely urge you in directions that would help you perform better? Or does it critique you from behind a wall that prevents you from influencing or even seeing how the written judgment of you was formed? Does the supervisor interview enlighten both of you, or is it merely the semblance of a helpful discussion? Does your PA contain statements that make you say "If only I had known they felt his way, I could have turned things around?" Surprises like this indicate that your organization engages in once-a-year performance management, and chances are it treats this aspect of your supervisor's job as a low priority. This tells you that as far as improving your performance is concerned, you are on your own. If your PA leaves you with a sense that you could be performing better, but has no suggestions for doing so, take the initiative and ask. The reality is that few Directorates reward or even recognize skillful performance management. As a committee of volunteers, we are not in a position to remake the appraisal process. The best we can do is inform employees of their rights, and where appropriate, to advocate for them. Here is wishing you the most benefit and the least harm from this yearly exercise. ■

⁴ The PPPM outlines how you can request an AR. See Section H at http://www-r.llnl.gov/human_resources/RED/pppm/H_Grievances.htm#H_top. According to this section, you cannot use the more formal grievance process for a disputed PA.

Flex-Terms Termed Out?

By William Smith - Chair, Work-Life Committee



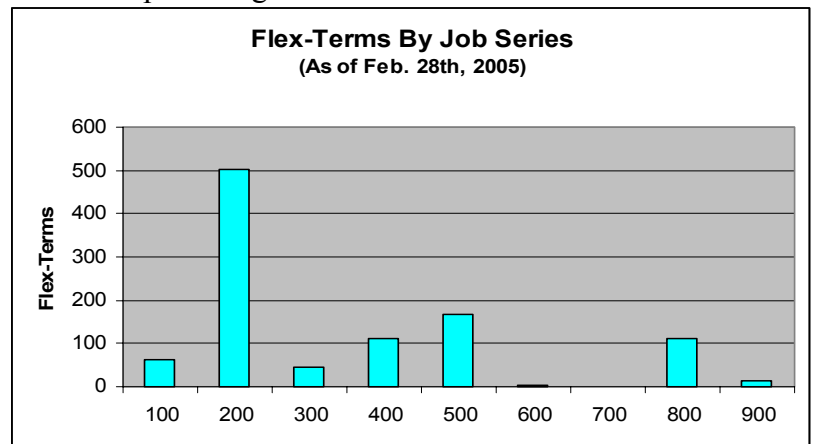
To provide laboratory management more flexibility in matching staffing levels to funding levels, LLNL created the category of flexible term employees in the late 1990's. With a maximum term of six years, with at most a one-year extension, many of us who are flex-terms have reached, or will soon reach, the end of our terms.

Flex-terms have proven to be excellent contributors, with the majority hired still working here at LLNL. Personnel records for the three and one-half year period from Oct. 1, 2002 to Feb. 28th of 2005, show that of

approximately 1,500 total flex-terms employed during this period, LLNL released 89 (~6%) and converted 411 (~25%) to indefinite-term employees. An unknown number were also hired directly into new indefinite-term positions rather than reclassified.

Two directorates that employ less than ten percent of the flex-terms, AHR (Administration and Human Resources) and NAI (Non-Proliferation, Arms Control and International Security), had the highest conversion rates, both less than 50 percent. Conversion percentages for individual directorates are shown in the figure Flex Term Conversion.

As of Feb. 28th, 2005, a total of 1,047 employees were classified as flex-terms, of which nearly half, 502, were in the 200 series. For the number of flex terms in other job series, see the figure Flex-Terms by Job Series. The three Directorates employing the most flex-terms include Laboratory Services, with over two-hundred, and Engineering and Computations, each with about one-hundred forty.



Since this three and one-half year period corresponds to about half of the maximum term, a conversion rate of 50% over this period would be sufficient to convert all flex-terms to indefinite terms before they were termed out. As the number of flex terms hired each year increased during this period, the actual percentage corresponding to full conversion is somewhat less than 50%.

The low conversion rates to indefinite term employees for many directorates (see figure Flex Term Conversion) indicates that, unless current policies change soon, flex-terms may turn out to be primarily near-term labor, especially for Computations (see figure Flex Term Conversion). For the long-term, current low conversion rates will not allow LLNL to continue to build and tap into the accumulated experience of hundreds of flex-terms.

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Arguably, viewing flex-terms as short-term employees did not endanger the stability of our workforce when this category included less than 10 percent of our total employees. The situation is now different, though, as the proportion of all LLNL employees classified as flex-terms is approaching 20% in several job series to which SPSE members belong. This proportion is likely to continue to rise as directorates increasingly decree that all but exceptional new hires will be brought in as flex-terms.

Current policies governing flex-terms do pose risks for the long-term stability of the work force. Possible options for modifying the flexible term policy include:

- 1) Remove the time limit on the duration of the flexible term, allowing employees to remain in at-will status indefinitely, as in private industry,
- 2) Hire contract employees instead of flex-term employees, or
- 3) Increase the relative percentage of indefinite term positions and increase the conversion rate for flexible term employees.

SPSE has already recommended to Bob Perko, Director of Staff Relations, that flex-terms be granted the same rights to due process as indefinite-terms. These due process rights include grievances and administrative reviews. SPSE is planning to add support for the third alternative above, an increased conversion rate to indefinite status, to our recommendation of due process rights for flex-terms.

The first alternative above would violate long standing SPSE policies, and possibly State Laws governing employees of the University of California, by creating two categories of indefinite-term employees with differing rights and protections. The second alternative is unattractive to SPSE as it would both put an increasing number of core LLNL functions outside of the direct control of UC and erode our membership base.

Whether or not you are a flex-term employee or SPSE member, SPSE welcomes your input as to how current policies regarding flex-terms should be changed, if at all.

Contact SPSE's Work-Life Committee for more information on the status of Flex-Terms in your Directorate. Share your thoughts and, especially if you are, or have been, a flex-term, your experience by e-mailing SPSE at spse@spse.org, or calling the SPSE office at (925)449-4846. ■

A flexible term employee is an individual hired by the Laboratory for a limited duration assignment of at least 1,000 hours over the 12 consecutive month period following hire, not to exceed a total of six (6) years from date of hire without a six-month break in service, unless a one-time extension for a period of up to one year is granted by the Laboratory Director. A temporary employee (fixed- or indeterminate-time) who attains 1,000 hours of qualifying service ([see Section A.III.6.6.1.](#)) in a rolling 12-month period starting on or after January 1, 2001, becomes a flexible term employee effective the first of the month following attainment of the 1,000 hours.

Labor Board Issues Bad Faith Bargaining Complaints Against UC

UPTe systemwide has challenged UC's bad faith bargaining practices, such as not putting forward meaningful proposals, not sending bargainers to the table with any authority, seeking to terminate the bargaining process in the midst of negotiations, and not scheduling bargaining sessions. The state's Public Employment Relations Board (PERB) responded by issuing a complaint against UC, which will lead to a hearing unless UC alters its practices. ■

Wrap-Up of the APA Settlement Agreement

By Kalina Wong (One of the Original 9 Plaintiffs)

Last month we ran a strong campaign to try to defeat a very lopsided Settlement Agreement of LLNL against their Asian Pacific Americans (APAs). We were successful in our efforts to garnish enough negative votes to topple the settlement. But the Lab had an 11th-hour trick up its sleeve and “agreed” to the settlement. This means the Lab will accept this very cheap Settlement Agreement - no across-the-board increases, no APA accountability plans lasting beyond 3 years, and certainly no adjustment of the salaries or ranks.

What was astonishing was that the presiding Judge allowed this agreement to stand even though 5 of the 9 Class Representatives, the majority, rejected the Settlement last August. It is difficult to understand how this is a mediated settlement when the majority of the plaintiffs do not accept it and no grounds were mediated or even negotiated.

It seemed the Judge was dismayed after learning Class Counsel had not taken any depositions. Even though the results of the statistician were key to their lawsuit and Class Representatives were denied access to this data and the statistician, the judge was unsympathetic. Class Counsel even buffaloes their efforts saying that they had “spoken to many class members” – who? not any of the original 9 plaintiffs. Yet, despite a thorough explanation of each objection by Michael Sorgen, attorney for the objectors and despite there being 71 objectors, Judge Sabraw ruled against every single objection.

HR said there were 489 class members. 51 opted out – although this exceeded the 10% required by the Settlement Agreement, LLNL decided not to exercise this option, thus leaving the agreement intact. It is interesting that the Lab had the option to decide whether they will follow this Settlement Agreement or not. The Plaintiffs never had this luxury. Of the remaining 438 class members, 71 objected. This is a strong showing but it was only 16% of the class members and the Judge denied all objections, thereby ruling that the majority of the class agreed with this Settlement Agreement.

Clearly, if Asians want equality, they need to stand up and get counted.

To date, EEOC has not withdrawn its Commissioner's Charge. According to the
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Settlement Agreement this is supposed to be imminent. However, there has been no official word yet.

Sadly, all 200 series APAs, excluding those 51 who opted out, will be bound by this Settlement Agreement.

We learned some very valuable lessons. First of all we learned that SPSE was very supportive of our efforts. Several APAs told me they hadn't heard about this effort until they read it in the SPSE Sentinel. Just their presence at our meetings made an impact on the solidarity of the support.

We learned that nationally known 80-20 was supportive of our efforts and helped us spread the word through their distribution. In a very short time in addition to the current class members, we had to try to locate as many retirees and former employees as we could. Needless to say, the Lab would not provide us with the list of names to contact. But we learned we had friends on the outside who were willing and able to help.

We learned that if you are wronged, you can't just let it go. You must stand up and let the appropriate people know. As you can well imagine, this was a whole other learning curve – to find the appropriate people/entities. We learned you cannot assume trust. Shame and embarrassment or even the fear of it are excuses to hide your feelings and stay out of the limelight. Actually, they are an incentive to do something about the issue – to connect with the source to let them know how it affects you and that it shouldn't continue.

We are the first group of APA Scientists and Engineers who have actually spoken out against management and have acknowledged there are discrimination issues at the Lab. Even though we could not stop this Settlement Agreement the Lab did hear our concerns. And you know that you are not alone. We learned we can work together and have common concerns about working at the Lab. The Lab was a wonderful place to work. Immigrant Asians were key in building the Transcontinental Railroad through the roughest terrain - the rugged granite walls of the Sierra Nevada and Rocky Mountains. That was back in 1865. We'd just like the Lab to recognize us not as immigrants, but as Americans with equal respect, pay and rank. ■

OK, You're Going to Talk, But Who Do You Tell?

By Lee McVey

Here are some of the places you can file your report with, but, by no means is it an all-inclusive list:

The University's Appointed Representative (LLNL Staff Relations)

DOE Inspector General (IG) (Oakland or Washington, D.C.)

The State Auditor (Sacramento)

United States Attorney (San Francisco)

Congress (Committee Offices, Washington, D.C.)

Defense Nuclear Facilities Safety Board (DNFSB) (Livermore or Washington, D.C.)

Although your privacy and anonymity should be respected, do not count on it. Especially if you contact someone locally. If you do not want to be identified to Lab officials, clearly say so. Expect that you will be asked for details and specifics. Do not expect who you are informing to just "take it from there." They will not, usually. And, be prepared to follow up with them if you do not receive any confirmation or follow-up contact within a week or so.

A valid complaint has to be based on solid evidence. Copies of letters, memos, photos, computer records and files that justify your claim(s). Indisputable facts. Just calling the IG Hotline, (or any phone contact, for that matter) unless it involves imminent risk of injury or to public health, is not a good idea. Why? It will not be stress-less. Just the opposite. The person on the other end is supposed to be listening and taking notes. Maybe they are and maybe they are not. How much will you forget to mention? How much will they forget to write down? Better to write e-mails and letters. That way, they have what you want them to have. If they need more, they should let you know if they are truly interested.

When you begin this journey, you need to realize that what you have may be needed later as evidence in a court of law. By the government or by you. So, it is very important that your information and records be preserved. And, do not forget a lesson that Dr. Wen Ho Lee taught us at a great personal price: If what you are dealing with involves classified materials, do not in any way compromise the information, and in the process, discredit yourself as a source, or worse. You might want to ask the DOE IG for guidance. Even if you do not later choose to actually file your materials with them.

Make sure that you not only have a substantial records organization, but prepare a log of who you contacted and when. Whether a telephone contact, a visit, or written correspondence. These records may prove very important later. Computer records are fine, but back everything up, in the event you need a back-up copy should your computer succumb to the latest virus or worm. Obviously, do not keep it on a Lab computer. Its hard drive just might have had a problem and had to be re-formatted. Oh, your supervisor said it happened while you were on leave.

The choice of just who to file your issue with is important. Think about it this way: The agency on the receiving end should have something to be gained from your information. Whether it is reduced cost, safety hazards corrected, or a violation of the Americans with Disabilities Act, it makes no difference.

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Obviously, the state auditor would be a good choice for money issues, right? Do not be so sure. What does the state auditor, or even the state or California have to gain from learning of a possible fraudulent act? At best, saving face. Do you think that the state auditor would like to reveal that the Board of Regents of which the Governor and Lieutenant Governor are members, really was not paying close enough attention to UC's accounting practices?

Don't forget, the contract is between UC and the DOE. DOE would most likely have the most to gain by reducing the cost if it is a contract issue. And, the rest of the federal government, including, and especially, Congress, has an interest in the accountability hammer. Bad stewardship can manifest itself in less money, contract penalties, or even a change in contractor.

Safety is a different story, though. Revealing a safety compromise equates to not only UC, but DOE embarrassment as well. The public and Congress will think that DOE was not overseeing contractor operations effectively. The DNFSB, since its primary mission is to oversee nuclear facility safety, would probably be more interested.

Congress may or may not be willing to hear what you have to say. If the issue is indigenous enough, they probably will be. Los Alamos' recent events, for example, have sensitized them somewhat. However, getting to the right staff people in Washington to file your report with is difficult. Probably the most interested committee has been the House Energy and Commerce Committee. Contact their committee office in Washington and ask to speak with staff members who deal with DOE matters. If they can't help you, they should be able to direct you to other staffers on other committees that can. Or, perhaps point you to the Government Accountability Office (GAO), if they are already examining Lab issues similar to yours.

Well, UC, one would think, should be interested in identifying improprieties and fixing them. But, as experience has taught me personally, you may find that is not quite the case. Just think about it. Who *is* the UC representative? Doesn't Staff Relations exist to protect the interests of UC? Are they always congruent with the best interests of Lab employees and the public?

Be prepared for retaliation, wherever you choose to go. Get copies of all of your appraisals and the contents of your personnel file(s) both in your department and in Employee and Staff Relations, before you make any reports. This is especially important, if later your performance reviews start drifting from outstanding to marginal. You might even be offered a position somewhere else. I was even offered outside positions on an unsolicited basis. One by a Lab subcontractor and the position was with a client of theirs in Timbuktu. Another by an ex Lab employee who did business with the Lab. Imagine that. I didn't even need to send out my resume.

Alright. You've made your report. DOE is investigating. Suddenly, you find yourself accused of making too many personal phone calls. Or, taking too much time for lunch. Or, being an uncooperative employee. Worse yet, your boss tells you that your position is being eliminated and you are being matrixed to another Division and told to find something to do and you only have 90 days to do it (or else).

Retaliation. What can you do about it?

To be continued..... ■.

UPCOMING SPSE BOARD MEETINGS

Thursday, Sept. 1	Noon – 1:00 p.m.	Building 123, Conference Room A
Thursday, Sept. 15	Noon – 1:00 p.m.	Building 123, Conference Room A
Thursday, Oct. 6	Noon – 1:00 p.m.	Building 111, Morning Light Room

Letter to the Editor

I appreciate your efforts to improve conditions for LLNL employees, but I believe that the biggest danger to employees' benefits is the employees themselves. Many LLNL employees cannot understand this, because they have never held a job outside the privileged academic world.

In the real world, employees do not criticize and tear down the source of their employment. LLNL employees do not realize that when employees file class action lawsuits, they may feel good about getting a few thousand bucks through the legal system, but they ultimately destroy the relationship with the employer.

The settlement of the women's lawsuit was probably the straw that broke the camel's back, leading us to have a new employer with much poorer benefits, in about two years. The APA lawsuit is another nail in the coffin. In such a large facility, any "group" can show that they were discriminated against in some way at some time.

The people with the money (DOE) sees a lab full of ungrateful, whining, spoiled employees, who need a good kick in the pants to set them straight. So, as soon as the recipients of the lawsuit settlements have finished cashing their checks, maybe they can begin to reflect on the changes they created, and ponder their future with Bechtel, and wonder "what happened."

LLNL Employee

Work-Life Balance Committee Helpful Hints

Microsoft Home Use Program for Office Professional
LLNL employees are eligible to participate in the Microsoft Home Use Program. Entering the program allows LLNL employees who are already licensed users at the Laboratory to personally purchase a single copy of Microsoft Office for PC or Mac. The cost is \$19.95 plus tax
https://oms.one.microsoft.com/tc/cr_information/hupprogrules.htm
https://oms.one.microsoft.com/tc/cr_information/huptc.htm

LLNL Chemdraw Site License (no more drawing benzene rings)
Chemdraw Ultra 9.0 is now available for download as a site license valid until January 2006. This license was purchased by the Chemistry and Materials Science Directorate. If you use it, please let Julie Perkins perkins14@llnl.gov know.
<http://chemstore.cambridgesoft.com/sitelicense.cfm?sid=75>

Receiving inappropriate mail? Are you (or your minor children) receiving mail that you feel is inappropriate? The United States Postal Service (USPS) maintains a list of people who do not want "explicit" mail sent to them, and by simply filing a USPS form 1500, you can have your name added to this list. This will stop all explicit mailers from sending you stuff. For material that is not considered explicit but you do not want to receive, you can stop specific mailers by filing a prohibitory order against them using USPS form 1500. Finally, you get to determine what is inappropriate – for example, you can use it to stop specific junk mailers too. ■

JOIN SPSE

Membership is open to 100, 200, 300, 500 series employees:

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 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			
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	ELEME NT NO.	BA L 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