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LAWRENCE BERKELEY LABORATORY

LAYOFF AND REEMPLOYMENT GUIDE

FOR

**AFSCME REPRESENTED EMPLOYEES
SERVICE UNIT**

**HUMAN RESOURCES DEPARTMENT
EMPLOYMENT OFFICE
1 CYCLOTRON ROAD
BERKELEY, CA 94720
(510)486-4226**

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LAYOFF AND REEMPLOYMENT

This Guide is designed to provide general information regarding layoff and reemployment at Lawrence Berkeley Laboratory.

Specific terms and conditions of employment for employees covered by the UC/AFSCME Agreement are contained in the UC/AFSCME Service Unit Agreement. In addition, certain provisions of Appendix "A" of Contract No. DE-AC03-76SF0098 (Contract "98") between The Regents of the University of California and the U.S. Department of Energy and the Regulations and Procedures Manual (RPM) may be applicable to employees. If there is any conflict between the information contained in this Guide and the UC/AFSCME Agreement, Appendix "A" and the RPM, then the UC/AFSCME Agreement, Appendix "A" or the RPM shall be controlling.

Questions or requests for additional information should be addressed to the Human Resources Department, 486-4226.

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I. GENERAL INFORMATION (RPM 2.20.B)

The Lawrence Berkeley Laboratory operates principally with funds provided by the U.S. Department of Energy (DOE). The total level of funding and the level of funding for specific Divisions of the Laboratory and specific programs within each Division are determined each year, with the final determination is made in Washington by action of the U.S. Congress, the Office of Management and Budget, and DOE. The composition of the Laboratory's staff must be suitable for carrying out the advanced research and technology programs as determined by the budget review process. Since LBL has no final control over its funding; it is unable to guarantee long-term employment, and its rules on terminations must acknowledge the fact that the overall Laboratory budget may be reduced and/or the level of support for individual programs may be reduced in any budget year. The Laboratory policy on termination of employment because of lack of work or lack of funds including lack of work due to reorganization and the implementing procedures are described below. For the purpose of administering this policy, the term "Division" is defined as an organizational unit headed by a Division Director.

The policy of the Laboratory is to minimize by anticipating and planning for reduced staff needs and to minimize the effects of layoffs and reductions in time of career employees when layoffs or reductions in time are necessitated by lack of funds or lack of work including lack of work due to reorganization.

II. AFSCME AGREEMENT **LAYOFF AND REDUCTION IN TIME** **NOVEMBER 11, 1991 - JUNE 30, 1994**

The UC/AFSCME Agreement provides employees preferential opportunities for reassignment or transfer prior to layoff and reemployment in all Divisions of the Laboratory, and the right to be recalled to the Division from which laid off. Eligibility for preferential reemployment rights and recall rights are determined by the provisions of the UC/AFSCME Agreement for the Service Unit.

AFSCME AGREEMENT ARTICLE 13:

A. DETERMINATION

The University, at its sole non-grievable discretion, shall determine when temporary or indefinite layoffs or reductions in time are necessary.

B. DEFINITIONS

1. A layoff is an involuntary separation of a non-probationary career employee from employment or an involuntary transfer to a casual position of a career employee. For the purposes of this Article, layoff shall include involuntary reductions in regularly scheduled hours of work. Layoffs may be temporary or indefinite.
2. A temporary layoff is a layoff in which the University specifies a date for recall to work of not more than four months.
3. A indefinite layoff is a layoff for which no date for recall to work is specified.
4. For the purposes of this Article, seniority shall be calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment is the "junior" employees.

C. SELECTION FOR LAYOFF

1. If, in the judgment of the University, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce,

staffing levels will be reduced in accordance with this Article. The selection of classes for layoff shall be at the sole non-grievable discretion of the University.

2. The University shall review and, at its sole non-grievable discretion, determine when some, any or all casual employees will be releases prior to laying off career employees.
3. With regard to indefinite layoff only, the order of indefinite layoff of employees in the same class within a department/division shall be in inverse order of seniority, except that the University may retain, at its discretion, employees irrespective of seniority who possess special skills, knowledge, or abilities which are not possessed to the same degree by other employees in the same class and which are necessary to perform the ongoing function of the department/division. To the extent permitted by law, the University may also consider workforce diversity when making layoff decisions and implementing layoff actions. All such exceptions and the decision to make such exceptions shall not be subject Article 7 - Arbitration Procedure of this Agreement.

D. NOTICE

1. When the University determines that a layoff is imminent within the unit, it shall give AFSCME such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected.
2. When the University selects particular members of the unit for layoff, it shall give individual notice to each employee of the effective date of the layoff and whether the layoff is temporary or indefinite. Advance notice will be provided as follows:
 - a. For temporary layoff expected to last 120 calendar days or less, the University shall give, if feasible, 15 calendar days notice of the expected beginning and ending dates of the layoff.
 - b. For indefinite layoff, the University shall give 30 calendar days notice, if feasible. If less than 30 calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of 30 calendar days. Upon receipt of written notice of layoff, an employee may schedule an appointment with the designated campus or Laboratory representative who will inform the designated campus or Laboratory representative who will inform the employee regarding benefit continuation and procedures for recall and preferential rehire.
 - c. In the event of an anticipated indefinite layoff of five or more full-time-equivalent (FTE) employees on the same effective date in the same layoff unit, the University will, to the extent possible, give 45 calendar days notice to AFSCME. When such notice is provided regarding the layoff of five or more FTE, the campus/Laboratory will, upon receipt of a timely written request from AFSCME, meet with AFSCME to discuss the layoff.
 - d. For conversion from temporary layoff to indefinite layoff, the University shall give 30 calendar days notice, if feasible.
3. The University shall notify AFSCME within a reasonable time after it notifies employees that they are to be laid off. To the extent possible, such notice will be concurrent.

E. RECALL

1. A non-probationary career employee who is indefinitely laid off shall be recalled in order of seniority to an active, vacant career position, provided:

- a. the active, vacant career position is in the same bargaining unit and same department/division as the position from which the employee was laid off; and
 - b. the active, vacant career position is in the same class at the same or lesser percentage of time as the position from which the employee was laid off; or
 - c. the active, vacant career position is in a lower class at the same or lesser percentage of time than the position from which the employee was laid off, provided the employee previously held a career position in such lower class in the same department/division and bargaining unit.
2. In order to be recalled to such active, vacant career position, the employee must, as determined at the sole, non-grievable discretion of the University, be qualified to perform the duties of the active, vacant career positions.
 3. Employees who are eligible for recall shall retain recall eligibility for three years from the effective date of layoff. An employee may exercise his/her rights to recall immediately after the employee receives written notification of layoff.
 4. Employees recalled from layoff status to a new position who fail to perform satisfactorily may, at any time during the six months following such return, be returned to layoff status with restoration of full recall rights. Previous time on layoff status prior to recall shall be deducted from an employee's period of eligibility.

5. Recall Termination

The right to recall terminates at the end of the period of eligibility described in section E.3. above, or if an employee:

- a. fails or refuses ten calendar days to respond affirmatively to University inquiries concerning the employee's desire to return to work. The ten calendar day response period shall begin immediately upon personal notice or from the date written notice is served (as indicated in the Proof of Service as described on page 6), whichever is sooner; or
- b. refuses a recall to work; or
- c. refuses two offers of reemployment in career positions at the same or greater percentage of time and at the same or higher salary level; or
- d. accepts a career position at the same or higher salary level within the University; or
- e. accepts recall in any previously held career position at a lower salary level.

F. PREFERENTIAL REHIRE

1. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for an active, vacant career position, provided:
 - a. the active, vacant career position is in the same bargaining unit and at the same campus/Laboratory as the position from which the employee was laid off; and
 - b. the active, vacant career position is in a class with the same or lower salary range maximum as the class from which the employee was laid off; and
 - c. the active, vacant career position is at the same or lesser percentage of time as the position from which the employee was laid off.

2. The laid off non-probationary career employee will, along with any other laid off University employees, be given preferential consideration for an active, vacant career position which is being filled by the campus/Laboratory, provided the conditions in section F.1.a.-c. above are met. First consideration for preferential rehire shall be given to employees who are on layoff status (not currently employed by the University) and who were laid off from the same department where the vacant position exists. In order to be placed in such a position, the employee must, as determined at the sole, non-grievable discretion of the University, be fully qualified to perform the duties of the position.
3. The operation of preferential rehire consideration shall be consistent with the procedures established at the individual campus/Laboratory and shall be consistent with the University's management right to fill a position with the best available candidate for a vacant position.
4. Employees who are eligible for preferential rehire status with less than five years of seniority at the time of layoff occurs shall retain preferential rehire status eligibility for one year from effective date of layoff. Employees who are eligible for preferential rehire status with five years or more seniority at the time of layoff occurs shall retain preferential rehire status eligibility for two years from effective date of layoff. An employee may exercise his/her rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus or Laboratory representative designated in the layoff notice.
5. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during the six months following such return, be returned to layoff status. In addition, an employee, at his/her option, may request to be returned to layoff status within 60 calendar days of rehire. Previous time on layoff status prior to rehire shall be deducted from an employee's period of eligibility.
6. Preferential Rehire Termination

The preferential rehire consideration described above shall terminate at the end of the period of eligibility described in section F.4. above, or if an employee:

- a. refuses an offer to return, at the same or greater percentage of time, to that department/division and class from which laid off; or
- b. accepts any career position; or
- c. refuses two offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff; or
- d. fails to respond to a written notice of a career employment opportunity within 10 calendar days. The 10 calendar day response period shall begin immediately upon personal notice of the career employment opportunity or from the date written notice is served (as indicated in the Proof of Service), whichever is sooner.

G. CONTINUITY OF SERVICE UPON REEMPLOYMENT

A temporary layoff does not create a break in service. Reemployment in a career position within the period of right to recall provides continuity of service and continuation of previously accrued seniority. However, seniority and benefits accrue only when an employee is on pay status.

H. BENEFIT COVERAGE

Medical plan contributions by the University will be provided for a maximum of three months in a calendar year for employees on temporary layoff, for employees on temporary reduction in time, or on furlough as provided in Article 34 - Positions, paragraph F. For medical plans to remain in force, employees on temporary layoff, temporary reduction in time or furlough must remit to the University the amount of the employee's contributions, if any.

I. SUBCONTRACTING

1. The University shall notify the Union at least 45 calendar days prior to the commencement of work by a subcontractor for services currently performed by bargaining unit employees.
2. Following receipt of a timely request from AFSCME to meet within 30 calendar days of the notice as provided in I.1. above, the University shall meet with AFSCME to discuss the effects of subcontracting upon bargaining unit employees who may be displaced.
3. A general funded (i.e., 19900 funds) food service, custodial or garage employee who would be displaced as a result of a subcontract for services, has more than five years of University service and is vested in any retirement system which covers University employees by the first of the month following commencement of work by a subcontractor, shall be offered a position with the University. Such positions shall be proportionate to the employees' percentage of time in a general funded position and at a comparable rate of pay.
 - a. The right to be offered a position pursuant to this section shall begin on the date of notice of layoff.
 - b. The right of an employee to be offered a position pursuant to this section shall terminate upon acceptance or refusal of the offered position at a comparable rate of pay.
 - c. An employee who refuses an offered position at a comparable rate of pay shall be placed in layoff status.
 - d. An employee placed in a bargaining unit position pursuant to this section who fails to perform satisfactorily, may be placed on layoff status at any time during the six months following placement. In addition, such an employee at his/her option may request to be placed on layoff status within 60 calendar days of placement.
4. A non-probationary career employee who has more than five years of University service, who is not placed pursuant to I.3. above, and who would be displaced as a result of subcontracting for services shall have preferential rehire rights to any active, vacant position for which he/she is fully qualified as set forth in section F. above. Such preferential rehire rights shall commence concurrently with the notice to AFSCME as set forth in I.1. above. If AFSCME is given additional advanced notice of commencement of work by a subcontractor for service, such an affected employee may exercise preferential rehire rights for up to 60 calendar days prior to said commencement of work.

5. The University shall request that the subcontractor for services give priority consideration to displaced bargaining unit employees.
6. Disputes arising from sections I.3., I.4., and I.5. shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure.

J. LAWRENCE BERKELEY LABORATORY - SEVERANCE PAY

Policies, procedures, definitions, qualifications and calculations relative to severance pay at the Laboratory shall remain in effect for employees at the Laboratory.

- K.** In the event an alleged violation of this Article with regard to notice is grieved/arbitrated, any remedy, settlement or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient. In no case shall such amount be calculated for a period of greater than 30 calendar days.

AFSCME AGREEMENT ARTICLE 6

M. PROOF OF SERVICE

Wherever Proof of Service is required in this Agreement, it shall be accomplished as follows:

1. The delivery is by U.S. mail, the person mailing shall complete and sign the prescribed and appropriate Proof of Service form which shall indicate that they have personally deposited with or presented to the U.S. Postal Service the document(s) being mailed.
2. When delivery is through a personal presentation of a document(s), Proof of Service is accomplished and recorded by:
 - a. the person presenting the document(s) completing and signing the prescribed and appropriate Proof of Service form which shall indicate they have delivered the document(s) by hand and to whom the document(s) were delivered; or
 - b. the person delivering the document(s) and the person accepting delivery of the document(s) shall mutually acknowledge the delivery/receipt by signing and dating the document(s) and each of them retaining one of the signed and dated documents(s).

III. HUMAN RESOURCES DEPARTMENT SERVICES

Employment/Staffing Office

Your layoff letter from the Human Resources Manager indicates a scheduled appointment with a Staffing Specialist. The purpose of the appointment is to review recall and preference rights for rehire, procedure for referral to other jobs, and how recall and preference rights terminate. He/she will assist you in developing your job search strategy, including your skills, knowledge, abilities and interests, plus give you suggestions and assistance in the resume writing process. He/she will also provide you with printed materials to assist you with your job search.

- **Current Job Openings Bulletin (CJO)**

In order for the Staffing Specialist to maximize placement opportunities prior to your termination, please prepare an up-to-date resume and employment application for retention in your Employment Office file.

To save you weekly trips to the Laboratory while on layoff status, the Specialist will have the LBL Current Job Opportunities (CJO) bulletin mailed to your home. This will allow you to review openings and to contact the Specialist should you wish to apply for any listed position and/or desire more information regarding the open positions.

- **External Job Search Information**

In addition to answering your questions about services within the Laboratory, the Specialist can provide you with an overview of the external employment services. See Appendix E for job information telephone numbers, community job search organizations, college placement services, temporary help agencies, executive search firms, professional organizations and community agencies.

Benefits

The Staffing Specialist will arrange an appointment for you with an LBL Benefits Counselor. He/She will counsel you regarding continuation of your benefits, including your retirement plan options, return of your contributions with interest, inactive membership, or immediate retirement income.

The Counselor will also advise you of your option to continue certain benefits at your own expense, such as your health plan and other insurance policies. The Benefits Office may be reached at 486-6403 or 486-6404.

For additional information regarding your benefits, see Appendix C in this Guide entitled "Indefinite Layoff Benefits checklist."

When you return: To reinstate your benefits plans, you need to see your Benefits Counselor immediately upon your return to work.

Labor Relations

If you have questions regarding the layoff procedure, or severance payments, or wish to file a complaint, the Employee Relations Office can be contacted for assistance at 486-4238.

Employee Assistance Program

The Employee Assistance Program (E.A.P.) provides confidential consultation and referral services to employees facing layoff to help deal with related personal problems, such as anxiety and concerns over finances. Visits with

E.A.P. therapists are also available. To obtain assistance, call 486-4300 (Medical Services) and inform the receptionist that you are seeking Employee Assistance Services.

IV. YOUR COMMUNICATION RESPONSIBILITY

CONTINUED COMMUNICATION BETWEEN YOU AND YOUR STAFFING SPECIALIST IS IMPORTANT. NOTIFY YOUR STAFFING SPECIALIST IMMEDIATELY IF:

- you identify a position in the CJO that you are interested in or wish to apply for;
- you accept a job offer in a career position at a University of California campus or another Laboratory;
- you accept any position and no longer have any interest in continuing your recall rights (either temporarily or permanently);
- you develop additional training or experience;
- you move to a new address and/or change your telephone number;
- you decide to retire from the Laboratory.

V. TERMINATION PROCEDURE

You will receive information on the termination and checkout process from your Division Personnel Administrator. Do not hesitate to contact him/her if you have any questions.

VI. UNEMPLOYMENT INSURANCE BENEFITS

As a laid off LBL employee, you may be eligible for State of California unemployment insurance benefits if you have sufficient "base period" earnings. Since the first week of your claim is normally a waiting period and your first payment will usually not be received until two and a half (2 1/2) to three (3) weeks after filing, it is to your benefit to apply as soon as possible (first day unemployed); the waiting period cannot begin until the claim is filed.

You may apply for unemployment benefits at any of the following State of California Employment Development Offices:

- | | |
|---|--|
| 1. Berkeley
1375 University Ave
(510)540-2833 | 3. Oakland
1225 Fourth Ave.
(510)464-0779 |
| 2. Brentwood
500 Chestnut St.
(510)643-1105 | 4. Fairfield
3060 Travis Blvd.
(707)428-2005 |

(Note: Other Oakland EDD offices do not provide unemployment insurance services.)

- | | |
|--|---|
| 5. Richmond
343 22nd St.
(510)237-5500 | 6. Antioch
201 E. 18th St.
(510)778-8800 |
| 7. Pleasant Hill
363 Civic Dr.
(510)602-1520 | 8. San Rafael
3110 Kerner Blvd.
(415)454-0355 |
| 9. Hayward
24790 Amador St.
(510)293-1771 | 10. Vallejo
1440 Marin St.
(707)648-4020 |
| 11. San Francisco
3120 Mission St.
(415)557-1022 | 12. Fremont
39155 Liberty St.
(510)794-3810 |

(Note: Other San Francisco EDD offices do not provide unemployment insurance services.)

- | | |
|---|--|
| 13. San Jose
297 W. Hedding St.
(408)928-1300 | 14. Sunnyvale
420 S. Pastoria Ave.
(408)736-9031 |
|---|--|

(Note: Other San Jose EDD offices do not provide unemployment insurance services.)

- | |
|--|
| 15. San Mateo
3520 S. El Camino Real
(415)341-6111 |
|--|

APPENDIX

SEVERANCE PAYMENTS RPM 2.21

A. POLICY

Career employees, excluding University of California Faculty, trainees, apprentices, and term appointees, who are eligible for vacation and sick-leave credits and are laid off from employment for an indefinite period due to lack of work or lack of funds, are eligible for severance payments in accordance with the following provisions.

B. DEFINITIONS

The following definitions shall apply for purposes of severance payments.

1. Continuous Service

Service is continuous if an employee is on pay status each month without a break in service. A break in service occurs when there is a separation from Laboratory employment status.

- a. Periods on an approved leave without pay for military service, illness, injury compensable by workers' compensation, assignment to another research organization at the direction of the Laboratory, or an approved leave without pay for any period of 30 days or less are counted as periods of continuous service for the purposes of severance pay, as are periods on pay status before and after any other approved leave without pay.
- b. Periods of employment before a break in service are not counted as periods of continuous service for purposes of severance pay nor are periods on pay status as a University of California Graduate Student Research Assistant or employee working indeterminate time (except that, for an employee working an indeterminate-time schedule who has attained career status, the period on pay status that qualified the employee for career status and subsequent periods shall be counted).
- c. Continuous service is re-established when an employee is rehired from preferential rehire status.

2. Equivalent Position

An equivalent position with the Laboratory or the University at a beginning salary at least equal to the salary paid the employee in the job from which that employee was laid off, regardless of salary range.

3. One Week's Pay

One week's pay for nonexempt hourly rated employees is defined as the basic hourly rate (excluding shift differential and overtime) times 40 hours or for firefighters, the specifically approved work week. One week's pay for exempt employees is defined as the hourly equivalent of the monthly rate times 40 hours.

C. SEVERANCE PAYMENT CALCULATIONS AND METHODS OF PAYMENT

1. Calculation

The severance payment will be made in an amount equal to one week's pay for each year of continuous full-time-equivalent service [Laboratory and/or University] (a fractional year of full-time service of six months or more is counted as one year of service), not to exceed a total of 26 week's pay.

2. Method of Payment

An employee will have the option of selecting a lump-sum payment at time of termination or payment in biweekly installments.

D. LIMITATIONS

1. Layoff

Severance payments will not extend the period of employment beyond the date of termination due to layoff.

2. Previous Service Payment

Severance payments made to an employee will not include payment for any period of service for which the employee has previously received such payment.

3. Exceptions

Severance payments will not be made to any employee who terminates for any reason other than layoff, with the following exceptions.

- a. An employee who resigns after receiving formal notification of layoff but before the effective date of layoff may be provided severance payments with the approval of the Associate Laboratory Director, Administration.
- b. An employee who resigns in lieu of another employee who would have been laid off may be provided severance payments with the approval of the Associate Laboratory Director, Administration. Normally, such approval will be given only if the resignation will not have a detrimental effect on work in progress and if the employee concerned had not announced plans to resign or retire before the announcement of a layoff within the employee's Division.
- c. An employee dies, except that severance pay will be provided if an individual dies after receiving notice of a reduction in force.
- d. An employee is discharged for cause.
- e. An employee elects to retire normally.

4. Transfer

Severance payments will not be provided to an employee who 1) transfers to another Laboratory position or University career position at another University-managed Laboratory, 2) to an employee who refuses a transfer to an equivalent position with the Laboratory or the University (including a position at another University-managed Laboratory).

E. REEMPLOYMENT

Should an individual who has received severance payments be rehired at the Laboratory/University before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance shall be credited as an advance on earnings.

**FREQUENTLY ASKED QUESTIONS
REGARDING REDUCTION IN FORCE (LAYOFF)**

- Q. I have recently been reclassified. How does this affect my seniority?
- A. Classification has no effect on seniority. An employee's initial start date with the LBL/University (or the last break in service) is used to determine seniority.
- Q. There are three people in my Division with the same classification. Two of us have received layoff notices. the third person, who is less senior, has not received a notice. How did that happen?
- A. The Division may retain any employee, irrespective of seniority, if the employee possesses special skills, knowledge, or abilities that are not possessed by other employees in the same classification and that are necessary to perform the ongoing functions of the Division. All such exceptions require documentation and approval by the Human Resources Director.
- Q. What is a break in service?
- A. A separation of at least one scheduled working day from LBL/University employment.
- Q. If I volunteer for layoff, am I entitled to rehire rights?
- A. Yes, but it could affect unemployment insurance benefits, since eligibility depends upon the evaluation of the termination by the State of California Employment Development Department.
- Q. What happens to my retirement plan deductions when I am laid off?
- A. Contributions stop with your last paycheck. Retirement plan options are outlined in the supplement entitled "Indefinite Layoff Benefits Checklist". (Appendix C)

INDEFINITE LAYOFF

Benefits Checklist

This checklist explains how your benefits are affected by an indefinite layoff. Detailed plan booklets and forms are available in your department or from your Benefits Representative.

If you are a Career employee and have completed your probationary period, you are placed on preferential rehire status when you are laid off. This means that you will be given preference for certain job openings in your own and other departments, depending on your qualifications. Your preferential rehire status continues for one to three years, depending on the length of your UC service. UC personnel policies and rules for layoff are available for review in your department.

This checklist does not apply to MAP program employees, for whom there are no layoff provisions. Nor does it apply to Career employees who have not completed their probationary period and do not have preferential rehire status. If you are in either category, see the *Termination of Employment* checklist.

Health and Welfare Plans

You may continue your coverage under the following plans for the first four calendar months of layoff. Except as noted, you must arrange to pay the entire premium directly to your local Accounting Office. At some locations, you must also submit an insurance continuation form to continue coverage under these plans. Some premiums are paid in advance while others are paid in arrears; therefore, your last paycheck will cover the first-month premium for some of your plans but not for others. See your Benefits Representative for details and, if applicable, an insurance continuation form.

As indicated, some of the following plans can be converted to individual policies when coverage ends. However, these individual policies are generally more costly and provide a smaller benefit, because you are not required to prove insurability. As an alternative, if you can meet individual underwriting requirements, you might apply directly to the carrier for an individual policy with more options and possibly lower rates.

- Medical
- Dental
- Optical services

If you elect to continue your group coverage for four months by paying the premium directly to your Accounting Office, you may extend it for an additional 14 months under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985). As an alternative, at the time

you are laid off, you may elect to continue your group coverage under COBRA immediately.

Regardless of the option you elect, COBRA and UC continuation periods run concurrently.

Under COBRA, you pay 102% of the premium directly to the carrier. The maximum period of COBRA continuation coverage is 18 months. If you are considered disabled under Title II or XVI of the Social Security Act at the time you are laid off, the maximum period of continuation coverage is 29 months, as long as you remain continuously disabled. See the appropriate person in your department or your Benefits Representative for procedures and forms.

After COBRA coverage ends (if your participation has been continuous), or as an alternative to COBRA, you can convert your group medical plan to an individual policy, paying the premium directly to the carrier. You have 31 days after your UC or COBRA coverage ends to apply for conversion. See your Benefits Representative for details.

You may **not** convert your dental or optical services plan to an individual plan.

If you are enrolled in a health maintenance organization (HMO) and you will be out of the plan's service area for more than two months, you may transfer to a UC-sponsored plan that provides service in your new location within 31 days of the move. (You may transfer back within 31 days of your return to the HMO service area.)

If you are enrolled in the PMI dental plan and you will be out of the plan's service area for more than two months, you may transfer to the Delta Dental Plan, which provides worldwide coverage within 31 days of the move. (You may transfer back to PMI within 31 days of your return to the service area.)

Annuitant Medical and Dental Coverage

When you are laid off, be aware that to be eligible for UC's annuitant health coverage you must:

- 1) be eligible for UC-sponsored medical and/or dental coverage on the date of your separation,
- 2) retire within 120 days of your separation date,
- 3) be continuously enrolled in a UC-sponsored medical and/or dental plan (paying any necessary gross premiums) from the date employment ends until the effective date of retirement, and 4) meet the scheduled service requirements (determined by the date you were hired). Also, your monthly annuity check must be large enough to cover any net premium.

If your layoff continues more than 120 days, and you decide to retire after that period, you will not be eligible for UC's annuitant health coverage, nor will you become eligible for this coverage in the future.

See your Benefits Representative for details.

Accidental death and dismemberment (AD&D)

When group coverage ends, you have 31 days to apply for conversion to an individual policy. Contact American Home Assurance Company for details.

Employee-paid life

Dependent life

If you are enrolled in UC-paid Career life, you may continue basic dependent life coverage for up to four months. If you are enrolled in (and continue) employee-paid life, you may continue basic or expanded dependent life for up to four months.

When group coverage ends, you have 31 days to apply for conversion to an individual policy. See your Benefits Representative for details.

Coverage That Stops

- UC-paid disability**
- Employee-paid disability**
- Business travel accident**
- Workers' compensation**

Coverage stops your last day actively at work before your layoff date.

If you will remain on pay status after your last day actively at work, you must complete a cancellation form to stop premium deductions for employee-paid disability.

UC-paid life

Coverage ends on the last day of the last pay period for which premiums are paid through UC. However, you may convert this to an individual policy by paying the premium directly to the carrier. When group coverage ends, you have 31 days to apply for conversion. See your Benefits Representative for details.

If You Are Rehired

The rules governing plan reenrollment when you are rehired vary with the particular plan and the length of time elapsed since your separation from UC.

- Medical**
- Dental**
- Optical services**
- Legal expense**
- Employee-paid disability**
- Employee-paid life**
- Dependent life**

If you are rehired into an eligible position within four months of your layoff date, enrollment is limited to the same plans and coverages you had when you were laid off. You may add family members who became eligible after your layoff began.

If you had Career benefits when you were laid off but are rehired with Core eligibility, you may not enroll in any Career plan. Instead, you are automatically enrolled in the Core major medical plan (you will have an opportunity to add eligible family members) and the UC-paid Core life plan. If you had Core benefits when you were laid off but are rehired with Career eligibility, you are treated as a newly eligible Career employee.

If you are rehired following a break in service of four or more months, you are treated as a newly eligible employee (see next paragraph regarding eligibility for annuitant health coverage).

If you are rehired following a break in service of four or more months, **but within your right to recall and preference for reemployment period ("preferential rehire period")**, please contact the Annuitant Insurance Unit or your Benefits Office immediately. They will make sure your health insurance records reflect your pre-layoff hire date rather than the date you were rehired. This may be important, as eligibility to continue health benefits in retirement is more stringent for employees hired or rehired after January 1, 1990.

See your Benefits Representative for details.

AD&D

You may enroll at any time after you resume UC employment in an eligible position.

UC-paid disability

UC-paid life

Coverage resumes automatically if you resume UC employment in an eligible position.

Business travel accident

Workers' Compensation

Coverage resumes automatically if you resume UC employment.

Retirement and Savings Plans

University of California Retirement Plan (UCRP)

Any contributions to the retirement plan stop with your last paycheck. Options for UCRP members are outlined below. If you are in PERS or another UC-sponsored retirement system, contact your Benefits Representative.

Inactive membership. When you are laid off, you may elect inactive membership in UCRP if you meet any of the following criteria:

- You have at least five years of UCRP service credit.
- You became a UCRP member on or before July 1, 1989, and are age 62 or older, regardless of service credit.
- You are covered by a reciprocal agreement.

— You are eligible to apply for UCRP disability income. (You must submit your application within six months of your layoff date.)

— You are a faculty member under a joint UC/VA arrangement.

As an inactive member, you are entitled to elect retirement income as early as age 50. Until you apply for retirement, your accumulations (contributions plus interest) remain in the Plan. UCRP will send you an annual statement of your UCRP funds and other information.

Refund of accumulations. Upon layoff, you may request a refund of your UCRP contributions and interest. (UC's contributions are not refundable.) However, once you receive the refund, you forfeit your right to any future UCRP benefits. In addition, unless you roll the taxable portion of the refund over into an individual retirement account (IRA) or a like retirement plan within 60 days of receipt, it will be taxed as ordinary income in the year it is received. In addition, federal and state tax penalties may be imposed if you have not reached age 59½ unless at least one of these criteria is met:

— You are at least age 55 when you separate from UC employment.

— You are permanently disabled.

— Your refund is used for deductible medical expenses in excess of 7.5% of your adjusted gross income.

— Your beneficiary withdraws the accumulations after your death.

— Your refund is paid to an alternate payee in accordance with a domestic relations order.

As an alternative, you may be able to avoid the tax penalties by electing retirement income instead of taking a refund (see below).

If you need information about rolling your money over or about exceptions to the tax penalty, please contact a tax advisor.

If you do not qualify for inactive membership, you **must** request a refund of your accumulations.

If you return to UC employment and again become a UCRP member, you may redeposit the amount of your refund (plus interest) to reestablish your UCRP service credit. Contact your Benefits Representative for details.

Retirement income. UCRP members age 50 or older with at least five years of service credit may apply for immediate retirement income. (If you have less than five years of UCRP service credit, but have service credit in PERS or another retirement system with which UC has a reciprocal agreement, you may qualify for UCRP income. Check with your Benefits Representative.) Members age 62 or older who became UCRP members on or before July 1, 1989, do not need a minimum amount of service credit to retire.

If you retire within four months of separation from UC, any unused sick leave will be converted to service credit at the rate of eight hours of sick leave for one day of service credit.

You may receive retirement income even if you work elsewhere after you leave UC. If you return to work at UC, ask your Benefits Representative for information.

For details on retirement income options, see your retirement plan *Summary Plan Description*.

Lump Sum Cashout. UCRP members who are eligible to retire may choose the lump sum cashout. The lump sum cashout is the present value of basic retirement income (reduced by any offsets that apply and including assumed cost-of-living adjustments) you would be expected to receive over your lifetime, paid in a single lump sum. The lump sum cashout is a break-in-service benefit, not a retirement benefit. **If you elect the lump sum cashout, you waive all rights to other UCRP benefits and to annuitant medical, dental, and legal benefits.** If you return to UC employment, you may not establish or reestablish service credit for any period before the cashout date. For more information, contact your Benefits Representative.

Capital Accumulation Provision (CAP)

CAP is a supplemental benefit provided from UCRP. CAP applies only to those who are active UCRP members on certain dates and who receive covered compensation during specific periods. Whatever you decide to do with your UCRP accumulations when your employment ends affects any CAP balance as well. If you request a refund of your UCRP accumulations, you will automatically receive your one-time CAP payment at the same time as the refund.

If you elect retirement income or the lump sum cashout, the one-time CAP payment will be mailed six weeks after your first benefit payment or lump

sum cashout payment. If you choose to become an inactive member and leave your accumulations on deposit, the CAP balance must also remain in the Plan.

Generally, federal and California state income taxes will be withheld automatically from your CAP payment unless you elect otherwise.

If you take the CAP payment and are later rehired, you may not redeposit the CAP payment.

Contact your Benefits Representative for details.

Defined Contribution Plan

Tax-Deferred 403(b) Plan

Contributions stop with your last paycheck. You have several options. You may:

- Leave your money in the Plan(s). You must have at least \$2,000 in the Defined Contribution Plan, or at least \$2,000 in the Tax-Deferred 403(b) Plan (including any accumulations in Fidelity or Calvert 403(b)(7) mutual funds). You may transfer money among the investment funds and take partial distributions (subject to Plan and federal regulations). (If you have less than \$2,000 in either plan, you **must** request a total distribution from the UC-managed funds in that plan.)
- Roll your money over tax free into a qualified IRA or a like retirement plan.
- Take a total or partial distribution. Federal and state tax penalties may apply (see following paragraph).
- Purchase an annuity. See your Benefits Representative for information.
- Arrange for variable payments directly from the Plan. See your Benefits Representative for information.

Any distribution from the Tax-Deferred 403(b) Plan and the taxable portion of any distribution from the Defined Contribution Plan will be subject to ordinary federal and state income taxes in the year in which it is received unless you roll the money over within 60 days of your receipt of the distribution.

A total distribution can be rolled over into an IRA or into a like retirement plan that accepts rollover contributions. A partial distribution (which is 50% or more of your account balance) can be rolled over **only** into an IRA. If you are interested in rolling over the taxable portion of either or both your 403(b) or Defined Contribution Plan distributions, consult a tax advisor, as plan distributions

must satisfy technical Internal Revenue Code requirements to be eligible for rollover tax treatment.

In addition, your distributions may be subject to federal and state tax penalties if you have not reached age 55 unless at least one of these criteria is met:

- You purchase a life annuity through UC's third-party insurance contract, or you take annual distributions as a series of substantially equal periodic payments, based on life expectancy and continuing for at least five years or until you reach age 59½, whichever is later.
- You are permanently disabled.
- Your distribution is used for deductible medical expenses in excess of 7.5% of your adjusted gross income.
- Your beneficiary withdraws the accumulations after your death.
- Your distribution is paid to an alternate payee in accordance with a domestic relations order.

See your Benefits Representative for details.

Calvert and Fidelity 403(b)(7) mutual funds

Contributions stop with your last paycheck. Contact the investment firm for information on your options. If you have accumulations in both the UC-managed 403(b) Plan and Calvert and/or Fidelity 403(b)(7) funds, special rollover rules apply. See your Benefits Representative for more information.

Tax-Deferred 403(b) Plan Loan Program

If you have an outstanding loan, you must repay it in full within 90 days from your last day on pay status. If you do not repay it, the outstanding balance of your loan will be reported as a distribution and will be subject to income tax, and, if applicable, state and federal penalties.

U.S. Savings Bonds

Deductions stop with your last paycheck.

IRAs

Benham California Tax-Free and Municipal Funds

Deductions stop with your last paycheck. Contact the investment firm for information on your options.

Social Security

You and UC stop contributing with your last paycheck. If you are considering retirement and need more information, call your local Social Security office.

Other Benefits

Vacation leave

When you are laid off, you are paid for any accumulated vacation leave earned through your last day at work. You do not earn vacation leave during layoff.

Sick leave

When you are laid off, you are not paid for any accumulated sick leave. Your sick leave will be retained and reinstated if you are rehired during the preferential rehire period. You do not earn sick leave during layoff.

Dependent Care Assistance Program (DepCare)

Contributions to your DepCare account stop when you go off pay status. Expenses incurred through the end of the month in which you made the last contribution are reimbursable. The claim deadline is April 15 of the following year. UC Benefits must receive your claim form by April 15; any funds left in your account after this date will be forfeited. If you are rehired into an eligible position during the same calendar year, you cannot reenroll until the next Open Enrollment.

Tax Savings on Insurance Premiums (TIP)

TIP contributions stop with your last paycheck. If you are rehired into an eligible position in a different calendar year, you may reenroll during your period of initial eligibility. If you are rehired into an eligible position during the same calendar year, however, you cannot reenroll until the next Open Enrollment. Also, you will have to pay your AD&D and/or medical premiums on an after-tax basis for the remainder of the calendar year.

Legal expense

You may continue coverage for up to four calendar months after the month your layoff begins by arranging to pay the entire premium directly to your local Accounting Office.

You may not convert this plan to an individual policy.

When you are laid off, be aware that to be eligible to continue your legal expense coverage into retirement, you must: 1) be eligible for coverage on the date of your separation, 2) retire within 120 days of your separation date, and 3) be continuously enrolled in the legal expense insurance plan (paying gross premiums) from the date employment ends until the effective date of retirement. Also, your monthly annuity check must be large enough to cover the premium.

❑ **Automobile and homeowner/renter**

You may continue coverage to the end of your contract year. You must arrange to pay premiums directly to the carrier or cancel the policy. Contact California Casualty for details.

❑ **California Unemployment Insurance Program**

You may be eligible for Unemployment Insurance, although certain restrictions may apply if you chose to be laid off or if you did not exercise your employment seniority rights. You can get details and apply for benefits at your local office of the California State Employment Development Department (EDD). If you work outside California, contact the comparable state agency in your location.

The benefits discussed here are governed entirely by the terms of the applicable plan documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Those terms apply if information here does not agree with the source documents listed above. These documents are available for inspection upon request to University of California Benefit Programs (800-888-8267). What is written here does not constitute a guarantee of plan coverage or benefits—particular rules and eligibility requirements must be met before benefits can be received. The University of California intends to continue the benefits described here indefinitely; however, the benefits of all employees, annuitants, and plan beneficiaries are subject to change or termination at the time of contract renewal or at any other time by the University or other governing authorities. The University also reserves the right to determine new premiums and employer contributions at any time. Health and welfare benefits are subject to legislative appropriation and are not accrued or vested benefit entitlements. If you belong to an exclusively represented bargaining unit, some of your benefits may differ from the ones described here. Contact your Personnel or Labor Relations Office for more information.

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer.

Inquiries regarding the University's affirmative action and equal opportunity policies may be directed to the Senior Vice President—Academic Affairs at 510-987-9020 (for academic employee-related matters) or to the Senior Vice President—Administration at 510-987-9029 (for staff employee-related matters).

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides for continued coverage for a certain period of time at group rates (plus a 2% administrative fee) if you, your spouse, or your dependents lose group medical, dental, or optical services coverage because you terminate employment (for reasons other than gross misconduct); your work hours are reduced below the eligible status for these benefits; you die, divorce, or are legally separated; or a child ceases to be an eligible dependent. Note: The continuation period is calculated from the earliest of these qualifying events and runs concurrently with any other UC options for continued coverage. See your Benefits Representative for more information.

COMMUNITY JOB SEARCH ORGANIZATIONS

Many community organizations offer employment services to their clientele. If you are a veteran, a woman, an ethnic minority, or disabled person, there may be an agency which can provide you with access to job listings, career counseling, and/or referral to jobs.

An Employment Opportunities Job Information Telephone list is located on pages 23-24.

EMPLOYMENT DEVELOPMENT DEPARTMENT

The State of California Employment Development Department (E.D.D.) provides job referrals and job information, job search workshops, employment counseling, and vocational testing, in addition to paying unemployment insurance benefits.

EXPERIENCE UNLIMITED

Experience Unlimited is a no-fee self-help program sponsored by E.D.D. It assists unemployed professionals in their job search. An introductory meeting is held every Thursday morning at 9:00 a.m. Workshops on the job search process including resume writing and interviewing techniques are offered daily, Monday through Friday from 1-4 p.m. The office is located at 235 - 12th Street, Oakland. Call (510)464-1259 for additional information.

FORTY PLUS

Forty Plus is a nonprofit corporation which offers counseling, workshops, and referral services to its members. It is located at 7440 Lockheed Street, Oakland International Airport, Oakland. Call (510)430-2400 for membership information.

TURNING POINT CAREER CENTER

Turning Point offers job search skills workshops and individual career counseling. Counseling sessions are \$20.00-\$40 per hour. Resume review sessions are \$17.50 per half hour. The workshops range from \$10 to \$100. Call (510)848-6370 for further information. Open Mon, Wed & Thur 10-4; Tues, 1-8 p.m.; closed Friday

SAN FRANCISCO JOB FORUM

The Job Forum is a community service aimed at helping people help themselves in their job search. The Forum is neither a placement service nor an employment agency.

The Forum meets every Wednesday evening from 7-9 p.m. It is located at the San Francisco Chamber of Commerce Building, 465 California Street, San Francisco. Call (415)392-4511 for more information.

JEWISH VOCATIONAL SERVICES

Jewish Vocational Services offers job search counseling on a sliding scale fee. It is located at 77 Geary Street, #401, San Francisco. Call (415)391-3600 for additional information.

ALUMNI RESOURCES

Alumni Resources provides job search counseling. It is located at 120 Montgomery Street #1080, San Francisco. Call (415)274-4700 for additional information.

BUSINESS AND GOVERNMENT LIBRARY

Alameda County Business and Government Library provides a variety of job listings, job search resources, and reference materials. It is located at 2201 Broadway, Oakland. Call (510)271-4291 for additional information. Hours: Monday, Wednesday, Thursday, Friday 9:45 - 5:45 and Tuesday 1-9 p.m.

College Placement Offices

Many colleges and universities provide career planning, employment counseling, and placement services for their alumni. In some cases, this service is free; others charge an annual fee. If you are a graduate of a local college, you should contact the Career Planning and Placement Office at the school to inquire about the services provided to alumni.

Temporary Help Agencies

While looking for a career position, you may wish to register with a temporary employment agency to obtain a temporary full or part-time job. Assignments can range from a few days to a few months. These agencies, which specialize in the temporary placement of a certain personnel (e.g., clerical, professional, technical, construction, etc.) are listed in the yellow pages of the phone directory under Employment-Temporary. When checking out the agency, be sure to inquire if its services are 100% free to job applicants (i.e., the employer pays the fee).

Professional Organizations

There are a wide variety of professional organizations which publish newsletters, journals, and/or magazines carrying job announcements. Many have local chapters that meet regularly and members exchange information about job openings. If you don't know the names of the professional organizations in your field, ask your colleagues or check in your local library.

JOB INFORMATION TELEPHONE NUMBERS

FEDERAL GOVERNMENT

Federal Job Information Center..... (415)744-5627

STATE OF CALIFORNIA

California State Personnel Board
 Clerical Positions..... (510)557-0310
 Trade & Labor..... (510)557-9350
 Professional & Technical..... (510)557-9357

COUNTY GOVERNMENT

City & County of San Francisco
 Civil Service..... (415)557-4888
 Dept of Public Health..... (415)206-5317
 Public Utility Commission..... (415)554-1669
 Alameda..... (510)272-6433
 Contra Costa..... (510)646-4046
 Marin..... (415)272-2999
 San Mateo..... (415)377-3359
 Santa Clara..... (408)299-2856
 San Francisco..... (415)557-4888
 Solano..... (707)421-6174
 Napa..... (707)253-4808
 Sonoma..... (707)527-2803

LOCAL CITY GOVERNMENT

Berkeley..... (510)644-6122
 Oakland..... (510)273-3111
 Richmond..... (510)620-6610
 Hayward..... (510)293-5313
 San Leandro..... (510)577-4888
 Newark..... (510)745-1184
 San Jose..... (408)277-5627
 El Cerrito..... (510)215-4300
 Martinez..... (510)372-3513
 Pleasant Hill..... (510)671-5255
 Walnut Creek..... (510)943-5817
 Concord..... (510)671-3151

EDUCATIONAL INSTITUTIONS

California State University, Hayward..... (510)881-7474
 Chabot College..... (510)786-6966
 Oakland Public Schools..... (510)835-2254
 Peralta Community College District..... (510)835-5822
 University of California
 Berkeley..... (510)642-1011
 Lawrence Livermore Laboratory..... (510)422-0808
 Office of the President..... (510)987-0824
 San Francisco (General Information)..... (415)476-1645
 Hot Line..... (415)502-5627

JOB INFORMATION TELEPHONE NUMBERS

HOSPITALS

Alta Bates Hospital.....	(510)540-1300
Non-nursing.....	(510)540-1305
Nursing.....	(510)540-1300
Children's (Oakland).....	(510)428-3420
Merritt-Peralta.....	(510)601-6381
Providence.....	(510)452-0645
John Muir (Walnut Creek).....	(510)947-5299
Mt. Diablo (Concord).....	(510)603-8189
Doctor's (Pinole).....	(510)741-2446
Kaiser Permanente	
Hayward.....	(510)784-4226
Oakland (other).....	(510)987-2967
Richmond.....	(510)231-7227
Martinez.....	(510)372-1193
Walnut Creek.....	(510)295-4562
Oakland Management Positions.....	(510)987-2592

PRIVATE INDUSTRY

AAA.....	(415)565-2194
A.T. & T.....	(800)526-4144
Non Managerial.....	(800)-562-7288
Managerial.....	(213)239-7572
Blue Cross.....	(510)272-4700
Clorox (Oakland)	
Non Managerial.....	(510)271-7615
Managerial/Technical.....	(510)271-7625
Chevron-Richmond.....	(510)242-5523
Federal Express.....	(415)578-5145
Levi Strauss (SF).....	(415)544-7828
Mervyn's (Hayward).....	(510)786-7000
Pacific Bell.....	(510)836-3959
UPS.....	(510)633-3953
East Bay Municipal Utility District.....	(415)981-0623
P.G. & E.....	(510)973-7272
BART.....	(510)464-6736

APPOINTMENTS

Layoff Information Meeting

Date/Time	Staffing Specialist	Bldg	Rm	Extension
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Benefits

Date/Time	Counselor	Bldg	Rm	Extension
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Exit Appointment

Date/Time	Div Personnel Administrator	Bldg	Rm	Extension
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Unemployment Insurance

Date/Time	E.D.D. Specialist	Place
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NOTES

LAWRENCE BERKELEY LABORATORY
UNIVERSITY OF CALIFORNIA
TECHNICAL INFORMATION DEPARTMENT
BERKELEY, CALIFORNIA 94720