

APPENDIX F
LBNL LAYOFF AND REDUCTION IN TIME

A. Career employees 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. The following definitions apply for purposes of severance payments:

1. 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 or 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 will be counted).
 - c. Continuous service is reestablished when an employee is rehired from preferential rehire status.
2. An equivalent job is any career 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 for nonexempt hourly rated employees is defined as the basic hourly rate (excluding shift differential and overtime) times 40 hours. 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. The severance payment will be made in an amount equal to one week's pay for each year of continuous full-time-equivalent Laboratory service (including LLNL and LANL). A fractional year of full-time service of six months or more is counted as one year of service. The severance payment is not to exceed a total of 26 weeks' pay.
2. Severance will be paid in a lump sum at the time of termination.

D. Limitations

1. Severance payments will not extend the period of employment beyond the date of termination due to layoff.
2. 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. 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 Deputy Director for Operations or designee.
 - 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 Deputy Director for Operations or designee. 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.

4. Severance payments will not be provided to an employee who transfers to another Laboratory position or University career position or to an employee who refuses a transfer to an equivalent job with the Laboratory or the University.
- E.** An employee at the Laboratory shall not receive duplicate pay for any period during which s/he has received severance pay. In the event an employee is compensated by the Laboratory for any period during which she/he received severance pay, the employee shall be responsible for returning the severance pay for that period.
- F.** Should an individual who has received severance payments be rehired at the Laboratory before the expiration of the number of weeks for which the employee has received severance payments, the amount of the balance will be credited as an advance on earnings.
- G.** Policies, procedures, definitions and qualifications in effect on January 1, 2006 relative to rights to recall and preference for reemployment that are in conflict with the Agreement shall remain in effect for employees at the Lawrence Berkeley National Laboratory.
- H.** If an employee voluntarily reduces his or her time within one year prior to layoff because of budgetary or operational considerations that, in the judgment of the Laboratory, make it necessary to reduce the hours of the workforce, the employee is entitled to recall/rehire rights at a percentage of time equal to that from which the employee voluntarily reduced his or her time. The request for the voluntary reduction must be submitted by the employee in writing and approved by the supervisor and must state the effective date and the percentage of the reduction in time.