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From: "Springfield, James T." <JamesS@IBEW.org>  
To: <SECY@nrc.gov>  
Date: Mon, Nov 14, 2005 2:00 PM  
Subject: 10 CFR Part 26 Change & Comments

November 16, 2005 (11:50am)

OFFICE OF SECRETARY  
RULEMAKINGS AND  
ADJUDICATIONS STAFF

Dear NRC:

I am writing you today to comment on the rule change and to provide information for consideration. I am an International Representative for the International Brotherhood of Electrical Workers [IBEW] and am currently on leave without pay for the Tennessee Valley Authority [TVA]. I was a licensed reactor operator from 1987 to about 1998. I have worked many shifts on the five group and six group 8 hour shifts during those times and would hate to see it eliminated as a reasonable way to staff work at our nuclear plants. It is a great shift and definitely provides time away from work to ensure the worker is not fatigued and gets adequate rest. Your rule requiring one day off in a seven day period and two days off in a fourteen day period would not allow these schedules to workers and would induce a negative impact on the industry.

I would also want to make sure you review the impact on those workers who work at facilities where the workers have negotiated a rate of pay on their second day off as a double time day instead of a time and a half overtime day. These workers will have their moral affected negatively first based on the fact they will have less control of their weekly schedule and secondly because now the federal government has decided to get in the workers business and negatively impact the rate of pay they would receive when working overtime.

Finally, I would like to review the 1991 Overtime Agreement utilized since 1991 at all nuclear facilities of the Tennessee Valley Authority [TVA]. This agreement resolved a safety concern filed at Sequoyah Nuclear Plant [SQN] in 1990 by my self. The safety concern was filed based on the idea and belief that a volunteer is a much better candidate working overtime versus someone being forced, either in to work or over into the following shift. The concern addressed the idea that the 16/24, 24/48 and 72/7 had little if any real safety basis when coupled with the volunteer portion of working overtime. This matter was reviewed by NRC Region 2. After review a meeting was called at the NRC's simulator training center in Chattanooga, Tennessee 37411 with the NRC, IBEW and TVA representatives. I was present for these meetings as both the individual who filed the safety concern and representative of IBEW Local Union 721. As you can see by the enclosed overtime agreement the NRC, TVA and IBEW were aware and satisfied with the results. At least it would be my assumption the NRC was satisfied based on their involvement in the process. This agreement has been successfully utilized for approximately fifteen years without concern or challenge. I would question the current action of the NRC committee and their attempting to override the settlement to the safety concern and formally

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request it be reopened if the NRC unilaterally does away with the settlement.

I find it interesting that any issue such as overtime hours doesn't have more flexibility to allow both management and the workers to determine what best meets their needs. In addition, who better but the effected parties to determine if a method of staffing work is safe, efficient and flexible? They should be allowed to work this matter out, especially where a collective bargaining agreement exist and as a mandatory subject of bargaining both parties could resolve this matter as Congress has prescribed since 1935. While I could understand the NRC might want to review agreements or policy that could be outside certain parameters; it need not be eliminated as a reasonable option on its face only.

I appreciate your attention and look forward to your response.

Thank you,

Jim Springfield

International Representative

Tenth District, IBEW

CC: "Newkirk, Todd" <Todd\_Newkirk@IBEW.org>, "Hunter, James L." <Jim\_Hunter@IBEW.org>

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**Subject:** 10 CFR Part 26 Change & Comments  
**Creation Date:** Mon, Nov 14, 2005 1:59 PM  
**From:** "Springfield, James T." <JamesS@IBEW.org>

**Created By:** JamesS@IBEW.org

**Recipients**

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Jim\_Hunter CC (James L. Hunter)  
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1991 Overtime Agreement at TVA.pdf	
Mime.822	347697

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<b>Reply Requested:</b>	No
<b>Return Notification:</b>	None

<b>Concealed Subject:</b>	No
<b>Security:</b>	Standard

# Memorandum

TENNESSEE VALLEY AUTHORITY

TO : Those listed

FROM : J. R. Bynum, Vice President, Nuclear Operations, LP 6A-C

DATE : March 25, 1991

SUBJECT: NEGOTIATED SUPPLEMENTAL OVERTIME AGREEMENT

Effective immediately, please take steps to implement the attached Supplementary Overtime Agreement when filling overtime shifts with Schedule D operating employees (assistant unit operators and unit operators). This agreement was negotiated with the International Brotherhood of Electrical Workers after meeting with the Nuclear Regulatory Commission (NRC) and discussing the NRC's Generic Letter 82-16 - limiting workhours of individuals who perform safety-related functions.

Carl Trappard, extension 5056-G, will be available to discuss details with you or your operation managers, and will be contacting your staff to schedule meetings as needed to facilitate implementation and ensure consistency.

*DRB*

J. H. Garrity, FSB 1A-WBN  
W. J. Museler, OSA 2A-BLN  
J. L. Wilson, OPS 4A-SQN  
O. J. Zeringue, PAB 1E-BFN

COT:JYP

**Attachment**

cc (Attachment):

RHS, MR 2F-C  
E. R. Brabham, FSB 2P-WBN  
P. J. Jordan, LP 3A-C  
O. D. Kingsley, Jr., LP 6A-C  
Labor Relations, ET 6A-K  
R. H. McLeroy, PSB A-BFN  
H. O. Hedford, LP 6A-C  
Joseph Higyanka, OSB-2A-BLN  
D. A. Nauman, LP 6A-C  
D. R. Nichols, ET 10H-K  
D. E. Nunn, LP 6A-C  
H. D. Pope, LP 3A-C  
K. J. Wallace, DSC-P-EQN  
R. F. Wilson, LP 6A-C

## Supplemental Agreement

On March 12, 1991, representatives of the International Brotherhood of Electrical Workers (IBEW) and the Tennessee Valley Authority (TVA) met to discuss, among other things, filling operator overtime shifts at TVA's nuclear generating facilities. The purpose of this letter is to supplement the June 24, 1980 agreement between IBEW and TVA (hereinafter called "Original Agreement") and reflect the agreement of the parties with respect to scheduling overtime at TVA's nuclear plants.

It is agreed between the parties that twelve (12) hour shifts may be established as agreed to between the craft and the TVA organization. For the purpose of scheduling overtime for extended outages as well as day-to-day work activities, the following procedure would be used to fill the shifts in the order provided below:

- Following steps 1 through 4 as described in the Procedure section of the Original Agreement, employees would be scheduled or called in on a volunteer basis, provided that such employees may be used without exceeding the overtime limits described in the Nuclear Regulatory Commission's Generic Letter (OL) 82-16 limiting work hours of individuals who perform safety-related functions.
- Following steps 1 through 4 as described in the Procedure section of the Original Agreement, volunteers would be used that required deviations from the overtime limits set forth in GL 82-16; provided that no employee may work more than 85 hours in any seven-day period. It is the responsibility of the Plant Manager (or Duty Plant Manager) to determine each employee's fitness to perform his or her job responsibilities, including considering fatigue.
- Following step 5 as described in the Procedure section of the Original Agreement, employees not exceeding the overtime limits set forth in GL 82-16 would be given priority over those requiring deviations therefrom; provided that no employee may work more than 85 hours in any seven-day period. It is the responsibility of the Plant Manager (or Duty Plant Manager) to determine each employee's fitness to perform his or her job responsibilities, including considering fatigue.
- Follow step 6 as described in the Procedure section of the Original Agreement.

It is agreed that either party may terminate this agreement by giving sixty (60) days prior written notice following the conclusion of the next extended outage.

Jersey Duncn  
 Jersey Duncn  
 International Representative  
 International Brotherhood  
 of Electrical Workers

Data

Joseph R. Bynum  
Joseph R. Bynum, Vice President  
Nuclear Operations.  
Tennessee Valley Authority

Date \_\_\_\_\_

OVERTIME

June 24, 1980

Mr. M. C. Hargett, Secretary  
Tennessee Valley Trades and Labor Council  
Room 214  
5700 Brainerd Road  
Chattanooga, Tennessee 37411

Mr. Allen Wilson, Director  
Labor Relations Staff  
211 Miller's Building  
Knoxville, Tennessee 37902

Gentlemen:

The International Representative of the International Brotherhood of Electrical Workers, H. F. Grovenstein; local union representatives; management, represented by T. H. Cash; and other management members met for the purpose of reviewing a procedure developed on March 14, 1979, and implemented on May 21, 1979, to provide a uniform method of filling and recording overtime shifts for operating employees on continuous shifts.

Attendance:

For TVA:

T. H. Cash  
E. F. Cabaniss  
J. C. Hammon  
Lee Holliman  
Jerry Olson  
J. B. Sandefur  
W. H. Thompson

For IBEW:

H. F. Grovenstein  
Jerry D. Duncan  
Charles W. Golden  
Tom King  
Charles A. Roper  
John Schmitz  
John Taylor  
Charles D. Treace

The procedure was revised. The revised procedure, which was implemented in the Division of Nuclear Power on April 7, 1980, and in the division of Fossil and Hydro Power on April 14, 1980, is described below:

Procedure

To provide uniformity in filling operator overtime shifts. These shifts will be filled in the order listed below.

1. Employees in classifications in which the overtime shift is to be worked will be scheduled or called on their offdays in order of their overtime hours, provided it will not require that they work 16 consecutive hours.

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Mr. M. C. Hargett  
Mr. Allen Wilson

2. In the event that no one is available in group 1 above, employees in classification who have had one 8-hour off shift and who will not have to work 16 consecutive hours will be scheduled or called in order of their overtime hours to fill the vacant shift.
3. In the event no one is available in groups 1 or 2 above, employees on shift in classification who are working overtime on their offdays will be called in order of their overtime hours to work the shift.
4. Employees on shift in classification will be offered the vacant shift in order of overtime hours.
5. In the event no one is available in groups 1-4 above, the employee low on overtime on shift in classification who is not on overtime will be held over to fill the overtime vacancy. Normally, an employee will not be required to double over 16 hours more than every other day.
6. If the employees held over request relief, the employees on the incoming shift in classification will be called at home.

#### Recording Overtime

1. Records of paid overtime worked or refused shall be kept by management in each plant on a biweekly basis and shall be made available upon request to labor representatives.
2. Overtime hours shall, for recording purposes, be shown in time paid for--(example): one and one-half (1-1/2) hours for each hour worked, or four hours worked will be recorded as six hours. Double time (2) shall be recorded as two times for each hour worked; or four hours worked shall be recorded as eight hours.
3. On the plant records, hours worked will be preceded by the letter "W;" hours refused will be preceded by the letter "R." These records are retained in accordance with applicable law.
4. Overtime refused is not considered in determining overtime hours.
5. Employees who are hired or transferred between locations will assume an amount of overtime equal to the average overtime of the new classification and location. Reclassified employees at the same location will retain their accumulated overtime hours.
6. Employees shall not be charged with overtime while on annual or sick leave.
7. Overtime hours will be zeroed for all employees at the end of the pay year.

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Mr. M. C. Hargett  
Mr. Allen Wilson

8. Employees in temporary classification will be considered as permanent employees in classification for the purpose of overtime distribution.

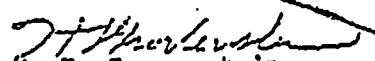
Procedure Review.

1. This procedure will be reviewed after a period of 6 months.

Very truly yours,



T. H. Cash, Manager of  
Labor Relations, Office of Power



H. F. Grovenstein  
International Representative, IBEW

THC:DI

cc: ARMS, 640 CST2-C  
E. E. Cabaniss, Paradise Steam Plant  
Jerry D. Duncan, Waverly, Tennessee  
Charles W. Golden, Gallatin, Tennessee  
J. C. Hammon, Gallatin Steam Plant  
Lee Holliman, 1003 ES-C  
Tom King, Paducah, Kentucky  
Jerry Olson, 1710 CST2-C  
Charles A. Roper, Bridgeport, Alabama  
J. B. Sandefur, 1003 EB-C  
John Schmitz, Decatur, Alabama  
John Taylor, Shawnee Steam Plant  
W. H. Thompson, 710 EB-C  
Charles D. Treece, Chattanooga, Tennessee