

CHAIRMAN Resource

From: John Rayment <johnrayment1289@gmail.com>
Sent: Thursday, April 21, 2016 7:31 AM
To: CHAIRMAN Resource
Subject: [External_Sender] SECY-15-0149 ML16063A268 Comments
Attachments: Access issue letter to NRC.docx

Dear Chairman Burns:

April 21,2016

Re: SECY-15-0149, ML16063A268

Roll of Third Party Arbitrators in Access Authorization and Fitness for Duty Determination Reviews at Nuclear Power Plants.

IBEW Local Union 1289 is submitting for your consideration our thought's and position for the official record and proceeding's concerning access denial to Nuclear Plants. IBEW Local 1289 represents 1400 members in the electrical Industry, including 230 working at Oyster Creek Nuclear Generating Station.

I have reviewed SECY 15-0149 and am writing to communicate why adoption of NRC staff's proposal would be unfair and unwise.

For example:

The procedures used by Exelon to deny or revoke access authorization are not fair. There is rarely a full and clear explanation of why their access has been revoked or denied or why the company's internal management review denied their appeal. On several past occasions they have simply been wrong in denying site access, and thru the grievance and arbitration process we were able to restore the jobs of those employees who were falsely accused and denied site access. It is important to note that at a Nuclear Plant denying site access is virtually the same as firing an employee. Our mutually negotiated collective bargaining contract requires just cause for discipline and termination for denial of site access is the ultimate and final form of discipline a company can impose on any employee. If this proposed rule is put into effect and the company is subject to a grievance process without the ability to have a independent 3rd party arbitrator render a final and binding opinion, the grievance process becomes useless, the company can simply repeat its position at the various steps of the grievance process and that is the end of the issue. In America there is no one group that has a unchallengeable power to issue discipline/termination/arrest or any action, weather proper or improper without the accused right to representation and a fair appeal to a non-biased independent authority, in this case an arbitrator.

Arbitration, on the other hand, without limitations or restrictions, provides the only opportunity an employee has to defend himself or herself and the only way an employee can receive an employer's explanation and have the ability to challenge the determination.

If employees know that the NRC has taken the opportunity for arbitration away from them, they will in all likelihood view the NRC with distrust and feel that the NRC has sided 100% with the Company. That will certainly affect morale as well as distracting employees from the full concentration needed to work in a nuclear power plant.

The arbitration clause in our contract is a negotiated item which allows for disputes over access. The terms of our contract should be established through collective bargaining, not by NRC issuing regulations at the industry's request.

IBEW Local Union 1289 is committed to protecting security and public safety just like the NRC. We don't have any interest in protecting anyone who is a genuine threat. If the NRC restricts arbitration, it will allow the Company to discharge employees they want to discharge without the contractually required arbitral review. If the Company uses the "not trustworthy or reliable" terms for those infractions that were until now considered minor or off duty infractions, it will unfairly restrict a member's right to the grievance and arbitration procedure. In several cases over the years Local 1289 has agreed with the actions of the Company after fully investigating the incident through the grievance and arbitration process.

Exelon's Access Appeal process is simply a determination by Security, with facts provided by the Company, whether or not they rise to the level of Access restriction. Grievance and Arbitration allows for a full investigation, by both parties, that will more fairly determine the proper action. IBEW Local Union 1289 has had two access issues in the last 5 years that have been turned around based on both parties full investigation.

- An individual had their access restricted because a supervisor reported that she had thrown a coffee cup against a wall in anger. Security agreed that action deserved access denial. Through the grievance procedure the full facts were investigated and the supervisor's description was found to be a gross exaggeration. The individual's access was restored with no further incident.
- Another individual had an illness, was sent to the nurse and then sent off-site, upon his return to work he was told that he couldn't come back to work without a doctor's note, which was a clear violation of the Collective Bargaining Agreement. He voiced his concerns to his supervisor and after leaving site was called by the site nurse and told his access was restricted based on the supervisor's observation. Through the grievance process it was determined that the supervisor did not follow any of the protocol required by the Company's procedures and made an improper claim of abhorrent behavior. The individual was returned to work with no further incident.

Arbitration cases over many years have properly decided cases regarding employee termination and site-access denial. Those determinations have had no adverse effect on the safe operations of nuclear power plants around the country. People have been properly returned to work without any detrimental effects through arbitration. Other terminations and access denials have been upheld through arbitration. The system currently in effect works, there is no real reason to change it other than companies having the desire to make final decisions without being scrutinized.

The changes proposed by NRC staff in SECY-15-0149 will make working at a nuclear power plant more unfair and onerous, without making the public any safer.

Therefore IBEW Local Union 1289 strongly opposes the adoption of any rule or regulation that would restrict the ability of the Grievance and Arbitration provisions of the Contract that Exelon and LU 1289 have collectively bargained for.

Sincerely,

John Rayment

Edward Stroup

IBEW Local Union 1289

IBEW LU 1289

Assistant Business Manager

President/BM

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