

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

BEFORE THE ATOMIC SAFETY AND LICENSING APPEAL BOARD

In the Matter of)	Docket Nos. 50-275
)	50-323
PACIFIC GAS AND ELECTRIC COMPANY)	
)	Design Quality Assurance
(Diablo Canyon Nuclear Power)	
Plant, Units 1 and 2))	

AFFIDAVIT OF LEONARDO B. MANGOBA

STATE OF CALIFORNIA)	
)	ss.
CITY AND COUNTY OF SAN)	
FRANCISCO)	

I, Leonardo B. Mangoba, being duly sworn, depose and say:

1. I am employed by Bechtel Power Corporation (Bechtel) as Lead Pipe Support Engineer of the Onsite Project Engineering Group (OPEG) located at the Diablo Canyon nuclear power project near Avila Beach, California. In this capacity, I have had primary responsibility for managing the OPEG pipe support group since October 1982.
2. The OPEG pipe support group encompasses different engineering activities relating to the design verification and construction of small bore pipe support systems in Units 1 and 2 of the project. Charles Stokes was a "job shopper" who worked in the OPEG pipe support group from November 8, 1982, to October 14, 1983. As a job shopper, Mr. Stokes was employed by

neither Bechtel nor Pacific Gas and Electric Company (PGandE). Rather, he was employed by an engineering employment agency which contracted with PGandE to provide Mr. Stokes' services on a temporary basis. Job shoppers like Mr. Stokes, whose employment agencies had contracts with PGandE, are referred to as "PGandE job shoppers" as distinguished from "Bechtel job shoppers," whose employment agencies contracted with Bechtel.

3. Job shoppers have been used at Diablo Canyon to provide engineering services on a temporary basis. Thus, Mr. Stokes and other job shoppers were retained in the fall and winter of 1982, and the spring of 1983, to meet a short-term need for more pipe support engineers than could be satisfied by the engineering staffs of PGandE and Bechtel. Because of the temporary nature of their employment, job shoppers generally command premium compensation.
4. A plan was instituted by management to reduce the number of job shoppers in OPEG (see OPEG History affidavit, Exhibits 3 and 4). Pursuant to the plan, several job shoppers were released from the project in early July 1983. Mr. Stokes was not considered for this reduction in force because he was at that time assigned to a particular group which was performing a high priority function.
5. In mid-July 1983, shortly after the aforementioned reduction in force, the cost of the job shopper staff was further reduced when Bechtel decided to terminate the services of the Bechtel job shoppers unless they elected to become "casual" employees of Bechtel. A Bechtel "casual" is an engineer employed directly by Bechtel on a temporary basis and generally earns less compensation than a Bechtel job shopper. Most of the Bechtel job shoppers

who were offered the opportunity to convert to employment as Bechtel casuals accepted the offer. Those who declined to accept casual status were replaced by new Bechtel casual employees. Three of the Bechtel job shoppers were not offered an opportunity to convert to casual employment because I felt that the quality of their work was below what I could expect to find in new Bechtel casual engineers who would replace them. As a PGandE job shopper, Mr. Stokes was not affected by Bechtel management's decision to convert or replace the Bechtel job shoppers.

6. Pursuant to the plan to further reduce the pipe support engineering staff in general increments, I established estimated dates when each of the remaining engineers in the pipe support group would be released from the project. I established these individual release dates in July 1983, shortly after the aforementioned conversion of the Bechtel job shoppers. These release dates were spread over a time frame beginning September 30, 1983, and continuing through the fall of 1983. Generally speaking, the release date which I assigned to an engineer was based on three considerations: the quality of his work relative to other engineers, the expected need for his services to perform particular assignments or tasks, and the employee's status as a job shopper as opposed to a direct employee of PGandE or Bechtel.
7. When I assigned the release dates, I scheduled Mr. Stokes to be released on September 30, 1983. I did so because his supervisor had previously ranked him in the bottom third of the engineers in his group in terms of their relative performance. Three other engineers, whom I will refer to as Engineers A, B, and C, had also been ranked in this bottom group.

Engineers A and B were Bechtel job shoppers who were terminated in July 1983 without being offered an opportunity to become Bechtel casuals because I felt their job performance was relatively inferior to the degree that they could be replaced by new Bechtel casual engineers. Engineer C, a PGandE job shopper who, like Mr. Stokes, was not affected by the conversion of the Bechtel job shoppers, was also scheduled to be released on September 30, 1983. The low ranking which Mr. Stokes and Engineer C received from their supervisor was consistent with my general impression of their relative standing in the pipe support group. This low ranking, which appeared to equate Mr. Stokes and Engineer C with Engineers A and B, made them the primary candidates to be released on September 30, 1983 -- the date for the next scheduled reduction in force.

8. Approximately two weeks before September 30, 1983, I gave PGandE notice of my intention to lay off Mr. Stokes, Engineer C, and three other PGandE job shoppers on September 30, 1983. I did not receive PGandE's approval until about October 13, 1983, when I was authorized to lay off no more than three of these five job shoppers. The three whom I selected were Mr. Stokes, Engineer C, and one of the three other PGandE job shoppers.
9. On October 14, 1983, I informed Mr. Stokes and the other two job shoppers that their services were being terminated that day.
10. Just before the initial reduction in force in early July 1983, there were over 75 job shoppers in the entire pipe support group. As of October 14, 1983, when Mr. Stokes was released, the number of job shoppers had been reduced to less than 15.

11. I did not become aware of Mr. Stokes' three discrepancy reports until I saw them in late August 1983 as I was not at the jobsite when they were submitted in mid-August. These discrepancy reports and the claims made in the reports had no effect on my decision concerning when Mr. Stokes would be released.
12. The three typewritten discrepancy reports which are attached as exhibits to Mr. Stokes' affidavit of November 17, 1983, are formal versions of the discrepancy reports which he originally submitted to management in August 1983 (see OPEG History affidavit, Exhibit 5). The issues raised in the handwritten discrepancy reports had been fully investigated by the project by September 29, 1983 (see OPEG History affidavit, Exhibits 6, 7, 8, and 9). At the request of my superior, Myron Leppke, I presented the discrepancy reports to Mr. Stokes in typewritten form which Mr. Stokes then signed after making a few minor corrections or changes. I never

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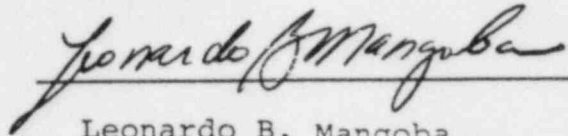
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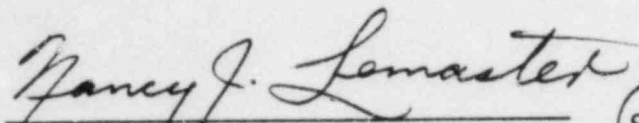
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informed Mr. Stokes that his services were needed to review the resolution of the issues raised by his discrepancy reports.

Dated: March 4, 1984


Leonardo B. Mangoba

Subscribed and sworn to
before me this 4th day
of March 1984.


Nancy J. Lemaster,
Notary Public in and for the
City and County of San Francisco,
State of California.
My commission expires
April 14, 1986

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