



International Brotherhood of Electrical Workers Local Union 647

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April 26, 2016

Re: SECY-15-0149, ML 16063 A268
Role of Third Party Arbitrators in Access Authorization & Fitness-for-Duty
Determination Reviews at Nuclear Power Plants.

Dear Chairman Burns:

I write to you as the Business Manager of the International Brotherhood of Electrical Workers Local Union 647 in Little Rock, Arkansas. This request is made in the interest of members of IBEW Local 647 at Arkansas Nuclear One in Russellville, Arkansas employed by Entergy Operations Incorporated.

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

- a. The procedures used by the employer to deny or revoke access authorization are unfair. Employees virtually never receive a full or clear explanation of why their access has been revoked or denied or why the company's internal management review denied their appeal. Local 647 has direct knowledge of access denial appeals taken through the internal company appeals process; the result is uniformly arbitrary and never fairly explained.
- b. Arbitration, without limitations or restrictions, provides the only opportunity an employee has to defend him or herself and the only forum in which the employer's determination must be explained and can be challenged. The basic NRC staff contention that labor arbitrators generally do not have expertise in the NRC's security regulations, the conduct of the access authorization review process, or appropriate training in predictive human behavior, to make informed access authorization determinations, and that arbitrators are not licensed or certified medical experts with expertise in substance abuse issues and licensee FFD programs, are all seriously off base. In fact experienced labor arbitrators, especially those carefully chosen under the specific arbitration regimen negotiated by Local 647 and Entergy, are far more qualified to render a fair, knowledgeable, and unbiased review of the evidence than the internal company reviewers. Furthermore, these arbitrators regularly make decisions involving matters far more complex than NRC security

regulations and access authorization review processes. To contend that an internal company appeal review brings more knowledge to the table about "predictive human behavior" than an experienced labor arbitrator is sheer nonsense.

- c. Placing restrictions on arbitration will engender anger among the employees that we represent. Employees will conclude correctly that the game has been "fixed" in the employer's favor. Employee morale will be adversely affected and the relationship between our union and the employer will likely deteriorate. At a minimum, restrictions on arbitration will be a distraction which could undermine human performance of the workforce in the plant thereby creating potential safety issues.
- d. The rule, if adopted, will engender hostility, not only to the employer, but also to the NRC, which employees are likely to perceive as having allied itself with the employer on issues affecting labor relations, regardless of whether those issues have any effect on public safety.
- e. The arbitration clause of the ANO collective bargaining agreement includes a specific process to resolve issues associated with Unescorted Access Denial in a manner to protect the rights of the worker while ensuring the safety and security of the facility. We understand that if the employer wants to negotiate something different that they are free to do so but, the terms should be established through collective bargaining, not by regulations issued by the NRC at the industry's request.
- f. The Access Authorization arbitration language has been in use at ANO since 2009 and any issues regarding unescorted access have been resolved without compromising security and without any other adverse consequences.
- g. IBEW Local 647, like the NRC, is committed to protecting security and public safety. IBEW Local 647 has no interest in protecting anyone who might constitute a genuine threat. But, the actual cases we have taken or would take to arbitration generally arise from minor infractions and off-duty conduct that have nothing to do with security. Without unrestricted arbitration, the access arbitration procedure will simply be a means for employers to discharge employees they want to discharge, without the contractually-required arbitral review.
- h. The changes proposed by NRC staff in SECY-15-0149 will make working at a nuclear plant more unfair and onerous, without increasing the safety or security of the public.

Shannon Walters
Business Manager
IBEW Local Union 647

CHAIRMAN Resource

From: IBEW Local 647 <ibew647@gmail.com>
Sent: Tuesday, April 26, 2016 9:50 AM
To: CHAIRMAN Resource
Cc: Anna Jerry
Subject: [External_Sender] Re: SECY-15-0149, ML 16063 A268 Role of Third Party Arbitrators in Access Authorization & Fitness-for-Duty Determination Reviews at Nuclear Power Plants
Attachments: Role of Third Party Arbitrators at Nuclear Power Plants.docx

Please see attached