

UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION

DOCKETED  
USNRC

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In the Matter of )  
 )  
TEXAS UTILITIES ELECTRIC ) Docket Nos. 50-445-2  
COMPANY, et al. ) and 50-446-2  
 )  
(Comanche Peak Steam Electric ) (Application for  
Station, Units 1 and 2) ) Operating Licenses)

OFFICE OF SECRETARY  
DOCKETING & SERVICE  
BRANCH

AFFIDAVIT OF DAVID K. EGBERT  
REGARDING DISCUSSION WITH  
DARLENE K. STINER

I, David K. Egbert, hereby depose and state as follows: I am employed by Brown & Root, Inc., as Land Engineering Administrative Services Manager. I was the Quality Assurance Administrative Manager for Brown & Root, Inc., from April 1977 to December 1982. As QA Administrative Manager, I administered Brown & Root corporate programs regarding personnel administration for persons employed in the QA Department. This affidavit addresses my discussion with Mrs. Darlene K. Stiner in October, 1982.

In early October, 1982, I was asked by Mr. Gordon Purdy to come to the Comanche Peak site to discuss maternity benefits available to Mrs. Stiner, a Brown & Root employee. As the Brown & Root QA Administrative Manager, I had the responsibility for advising Brown & Root Quality Assurance Department personnel regarding the administration of employee benefits. In this position, I routinely traveled to the different Brown & Root

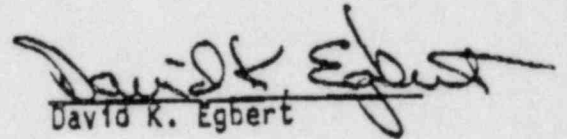
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construction sites on matters related to personnel administration which at times included discussions with individuals or groups of employees.

I met with Mrs. Stiner in Mr. Purdy's office at the Comanche Peak site on October 12, 1982. I was the only person meeting with Mrs. Stiner. I discussed at length with Mrs. Stiner the options available to her regarding maternity and other benefits. I documented the substance of that meeting in my memorandum of October 14, 1982, attached to this affidavit as Attachment 1. Also documented in that memorandum is a phone call that I had with Mrs. Stiner on October 13 to answer a specific question which had arisen during the October 12 meeting. At the conclusion of the October 12 meeting, Mrs. Stiner expressed her appreciation to me for taking the time to explain the benefits available to her.

The only other communication that I had with Mrs. Stiner was in a telephone conversation on October 15, 1982. I documented this conversation in a memorandum to her dated October 18, 1982. A copy of the October 18 memorandum is attached to this affidavit as Attachment 2.

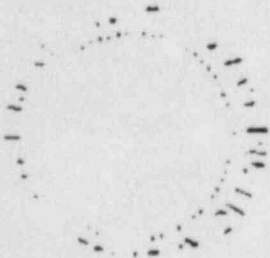
I had no other contacts with Mrs. Stiner prior to or subsequent to those discussed above. No other person from the Quality Assurance Administrative Office met with Mrs. Stiner during my tenure as QA Administrative Manager.

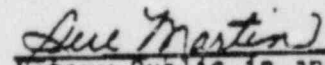
  
David K. Egbert

State of Texas  
County of Harris

}

Subscribed and sworn to before me this 1st day of August, 1984



  
Notary Public in and for  
the State of Texas

**SUE MARTIN**  
Notary Public in and for Harris County, Texas  
My Commission Expires 8-30-84

Brown & Root, Inc.

CONFIDENTIAL  
INTEROFFICE MEMORANDUM

TO: File  
FROM: D. K. Egbert  
SUBJECT: Darlene Stiner

DATE: October 14, 1982

This is to document the writer's October 12, 1982, discussions with Comanche Peak Project QA employee, Ms. Darlene Stiner.

The primary objective of the discussion was to advise Ms. Stiner of the maternity benefits she could expect to receive upon either accepting a Reduction of Force (ROF) termination or applying for and subsequently receiving a formal leave of absence.

From the outset and through the entire discussion, Ms. Stiner appeared very pleased with the fact that someone was taking the time to explain her employee benefits and further appeared sincerely open to suggestions and genuinely interested in making a decision most beneficial to her and her family.

In summary, the discussion with Ms. Stiner commenced with the undersigned identifying two (2) options available to her for maternity leave purposes. The first option explained was that of a Reduction of Force (ROF) termination. The ROF was explained to Ms. Stiner as being a lay-off with basically no lasting benefits other than having the ability to request one (1) additional month's hospitalization coverage. Ms. Stiner was also advised that with the coverage extension, she personally would be responsible for remitting the medical coverage premium to the Employee Benefits Department.

The second option explained to Ms. Stiner was that of a formal leave of absence (LOA), the LOA being a termination for maternity purposes for a period of up to six (6) months (with an extension provision) with a primary benefit of having the ability to retain hospitalization coverage for that six (6) month period. Inasmuch as the hospitalization coverage was specifically addressed and stressed, also explained was the fact that with an approved LOA, she would also be able to retain life insurance benefits, as well as her continuous service. An approved LOA was further explained as not being an absolute guarantee that upon return from maternity leave, Ms. Stiner would be rehired in her previous job assignment, or, in fact, rehired at all.

At this point, Ms. Stiner interjected her perception of a LOA. That perception simply being that upon return from maternity leave, she would be placed or rehired in her previous position.

The writer reiterated the provisions of the Brown & Root, Inc. LOA and again stressed the primary benefit of the LOA as allowing her the opportunity to retain benefits, such as hospitalization and life insurance coverage, as well as her continuous service, and further indicated that in terms of future employment, the LOA would only guarantee that Brown & Root would consider her

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for re-employment should a position be available and she qualified for that position.

Ms. Stiner was advised that while on a LOA monthly premium payments were her sole responsibility.

During discussions relating to employee benefits, and specifically her medical coverage, Ms. Stiner stated her understanding of her medical benefit entitlements under any termination. Her understanding of her medical benefits were that since the baby was conceived prior to her termination, that she would be afforded total coverage for both her and the dependent under the provision that her pregnancy and subsequent childbirth were pre-existing conditions.

The writer informed Ms. Stiner that federal law (passed some three (3) years ago) prevented employers from treating a pregnancy any differently from any other disease or condition; meaning that once she was terminated for any reason and was not granted a LOA, then she, like any other employee, would not be afforded medical coverage benefits beyond the normal coverage expiration period. A hypothetical example of medical coverage expiration was discussed with Ms. Stiner.

Ms. Stiner was then advised of her earned and accrued vacation entitlements upon termination. Specifically, Ms. Stiner was told that regardless of termination reason, she would be entitled to pay for the earned vacation not taken as well as pay for the vacation accrued between her anniversary (or employment date) and date of termination.

Ms. Stiner was provided the formula (number of days between anniversary date and date of termination  $\times$  10 (entitlement)  $\div$  365 for calculating her accrued vacation. Ms. Stiner was also advised of Power Group Policy of rounding-up partial entitlement days to the next full day. A hypothetical example of accrued vacation pay-off was verbally discussed with Ms. Stiner.

Ms. Stiner queried the writer as to her eligibility to withdraw Retirement and Savings contributions while on a leave of absence. The writer responded by indicating that she could make application to withdraw employee contributions at any time, but indicated a lack of knowledge on application for company contribution withdrawal while on a leave of absence. On October 13, 1982, (day after discussion with Ms. Stiner) the writer contacted Mr. R. Loban, Brown & Root, Inc. (Employee Benefits Manager) who stated that a leave of absence must be terminated before an employee could make application for or receive their vested percentage of company contribution entitlements. Ms. Stiner was advised accordingly on October 13, 1982.

Ms. Stiner also inquired as to her eligibility to draw unemployment compensation after a LOA termination. Again, the writer could not answer this question and told Ms. Stiner that her question would be posed to the Brown & Root unemployment claims representative and an answer would be provided.

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October 14, 1982  
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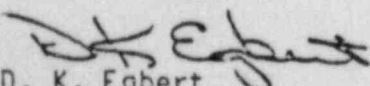
On October 13, 1982, the writer contacted the Unemployment Claims Department and was informed that upon LOA termination, Ms. Stiner could be eligible for unemployment compensation. Ms. Stiner was advised accordingly on October 13, 1982. The Unemployment Claims Department telephone number (676-4838) was also provided Ms. Stiner for her information and future reference.

It is important to note that during the discussions, Ms. Stiner indicated that her physician has informed her that her uterus was low and that should she feel the slightest pain (presumably labor pain), she should contact him immediately as she could deliver (childbirth) within 25 minutes time.

With that, the writer thought it appropriate to request Ms. Stiner provide a written (return to work) release from her physician each and everytime she was given a maternity examination from now until childbirth. More specifically, Ms. Stiner was requested to provide a detailed release stating precisely what work activities her physician recommends should not be undertaken. Ms. Stiner agreed to this request. Because of the apparent potential for a rather rapid delivery, Ms. Stiner was also requested to provide her immediate supervisor and the Project QA Manager with the name and phone number of her attending physician should an emergency arise. Ms. Stiner agreed to this request.

At the close of the discussion, the writer requested the Project QA Manager's secretary obtain the latest employee benefit booklet, and provide that booklet to Ms. Stiner in order that she may review for herself the benefits afforded by Brown & Root, Inc.

The writer then arranged for transportation for Ms. Stiner to the employee parking lot, thanked Ms. Stiner for her time, provided her a business card with telephone number, and told her to feel free to call should she have any questions or require additional details.

  
D. K. Egbert  
QA Administration Manager

DKE:rk

INTEROFFICE MEMORANDUM

TO: ~~Dr. Gene St. Clair~~  
FROM: D. K. Egbert  
SUBJECT: Medical Benefit Plan Conversion

DATE: October 18, 1982

Attached for your review and information is the Health Benefit conversion plan I spoke to you about this past Friday (October 15, 1982).

As noted in the conversion plan, "Normal pregnancy expenses are considered a covered medical expense only under Plan E."

It is important to note that with the conversion plan, you need not provide evidence of insurability.

If I can be of further assistance, please do not hesitate to call me at 713/679-3461.



D. K. Egbert  
Q. A. Administration Manager

DKE:rk  
cc: G. Purdy