

UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION

Before the Atomic Safety and Licensing Board

In the Matter of)	
)	
LONG ISLAND LIGHTING COMPANY)	'84 SEP -4 11:07
(Shoreham Nuclear Power Station,)	Docket No. 50-322-OL-3
Unit 1))	(Emergency Planning Proceeding)

DOCKETED
USNRC

OFFICE OF SECRETARY
DOCKETING & SERVICE
BRANCH

AFFIDAVIT OF ROBERT X. KELLEHER

Robert X. Kelleher, being duly sworn, deposes and says as follows:

1. My name is Robert X. Kelleher. I am Manager of the Employee Relations Department at the Long Island Lighting Company. My business address is 175 East Old Country Road, Hicksville, New York, 11801.

2. I make this affidavit in response to the July 3, 1984 motion of Suffolk County for admission of a new contention on the effect of the recent strike by labor unions representing LILCO employees on the future vitality of LERO. This affidavit has two primary purposes. The first is to dispel some of the clearly incorrect factual assertions contained in Suffolk County's motion, and second, to demonstrate that much of the factual information presented in Suffolk County's motion was available considerably before the commencement of the LILCO strike on July 10, 1984.

3. On March 6, 1984, LILCO implemented its austerity program. Contrary to Suffolk County's suggestion this program did

not drive a wedge between labor and management. The union layoffs that resulted from the austerity plan were not the approximately 20% as alleged by Suffolk County, but rather about 8%, allocated as follows:

- (a) Clerical union: 245 layoffs out of a union force of 1574 (or a 15.6% layoff)
- (b) Physical union: 90 layoffs out of a union force of 2665 (or a 3.4% layoff).

In addition, a large number of these union layoffs were from a group of workers classified as "temporary indefinites." Employees in this classification understand they have the highest potential for being laid off. Since these March 6 layoffs, a sizable number of these union members have been rehired.

4. In early June 1984, representatives of labor and management exchanged statements of their respective positions regarding the renewal of the union contracts. While the LILCO management position included a proposed 5% wage cut, it also offered a stock plan basically identical to that offered LILCO's management personnel. LILCO's management bargaining position was premised on a desire to treat LILCO's union and non-union personnel as identically as possible. These bargaining positions appeared in local newspapers at various times from early to mid-June.

5. Other items asserted by Suffolk County to have caused the resentment of LILCO's union employees are inaccurate as a result of the recent strike settlement. Union employees did not suffer a pay cut, but rather will receive the same wages they had been


receiving for the prior year. In addition, no union worker has ever been without his/her insurance benefits, including health benefits. All benefits were retroactively restored a part of the strike settlement.

6. Suffolk County's assertions regarding the en masse resignation of LERO workers is simply incorrect. Workers volunteer for LERO individually by signing a written agreement; workers resign by tendering written notice individually. From July 1 to the commencement of the strike on July 10, 23 union workers submitted written resignations from LERO; during the strike, 1 additional union worker tendered his written resignation; and following the strike, 2 other workers have formally resigned. In addition, following the strike, 7 union workers have given oral resignation notices to their supervisors, but have yet to tender written notice. Following the strike, 2 new union workers have also joined LERO. Thus, the total loss to LERO, out of 1246 union members, was 31.

7. During the strike, business managers for the two LILCO unions did not present single, en masse resignation notices for LERO workers who are also members of their unions. Nor would such a notice have been effective since LERO is a voluntary organization outside normal LILCO job functions. Indeed, following the acceptance vote on the latest union contracts, the business manager for the clerical union signed a statement recognizing that

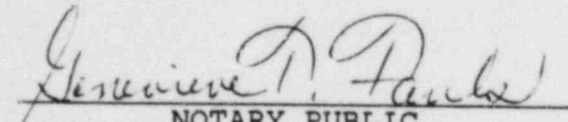
LERO is a voluntary organization outside the scope of LILCO's normal business and outside the coverage of the collective bargaining agreement. (Attachment 1). The business manager for the physical union, although he has yet to formally sign such a statement, has stated that he stands behind it.

8. Even during the just completed strike, there were clear indications that union workers will carry out their voluntary obligations, even if they are on strike from their normal jobs. For example, union members who are members of local voluntary fire departments continued to serve as voluntary firemen. In many cases, these voluntary functions were performed side-by-side with LILCO management personnel who were also members of those voluntary fire companies.


Robert X. Kelleher

COUNTY OF NASSAU)
STATE OF NEW YORK)

Subscribed and sworn to before
me this 29 day of August, 1984.


NOTARY PUBLIC

GENEVIEVE T. FAULS
NOTARY PUBLIC, State Of New York
No. 30-6245400
Qualified in Nassau County
Commission Expires March 30, 1986

My Commission Expires on _____