

STATEMENT

PLACE

DATE: 1-24-84

I, Raymond Yockey, hereby make the following voluntary statement to H. Brooks GRIFFIN who has identified himself to me as an Investigator with the U. S. Nuclear Regulatory Commission. I make this statement freely with no threats or promises of reward having been made to me.

I am presently employed as the ^{Project Manager} Brown & Root Project Manager, Personnel Services at the Comanche Peak Steam Electric Station. I was first hired ^{on the project} ₁₁₋₂₄₋₇₅ in September 1975 as the Project Training Coordinator, then was transferred to my present position in November 1978.

On July 14, 1982, I attended a meeting in Ron Tolson's office which included Tolson, Thomas Brandt, and Darlene Stiner. Tolson had requested my attendance at this meeting to advise Mrs. Stiner of her employment options in consideration of her developing pregnancy. My participation in the meeting was more as a technical advisor to make sure that Brown & Root personnel policy was accurately explained to Mrs. Stiner.

8410310068 841024
PDR ADOCK 05000445
G PDR

I was aware that there had been some kind of personnel problem with Mrs. Stiner, but I am not aware of the

specifics of the problem. I was also under the impression at the time of the meeting that Mrs. Stiner had some difficulty with her pregnancy.

I recall that Mrs. Stiner inquired about the possibility of her being laid-off, so she would be eligible for ^{unemployment,} ~~workman's~~ compensation. It was explained to Mrs. Stiner that individual employees were not "Rot'd", and that at that time the QA department was hiring.

Mrs. Stiner was given the Brown & Root policy regarding a request for a leave of absence which would continue to qualify her for insurance benefits.

An employee who has worked on the job for at least one year can request a leave of absence to deliver a child. Brown & Root personnel requests a doctor's note listing the expected date of delivery. The employee is also required to pay one months insurance premium in advance prior to the leave of

absence. The employee can receive up to six months leave without pay and this can be extended. The employee must compete with all other candidates if they wish to be reconsidered for employment after the leave of absence.

At the time Mrs. Stiner was advised of her options, an ROF was not a possibility. It is not consistent with Brown & Root policy to ROF individuals just so they can qualify for ~~workmans~~ ^{unemployment} compensation. Mrs. Stiner's personnel file reflects ^{R2-24-87} that she was ROF'd on December 15, 1982, at her ^{R2-24-87} request. I do not believe this was proper, because Brown & Root ultimately has to pay the compensation, and inspectors were being at the time.

I was ^{R2-24-87} made aware at the time of the meeting with Mrs. Stiner that there had been changes in her work duties, but I am not aware of what those changes were.

During my attendance at the meeting, I did not witness any attempts by Tolsan or Brandt to intimidate or harass Mrs. Stiner. I do not believe this meeting was held to encourage, pressure, or persuade Mrs. Stiner to leave her employment with Brown & Root. My comments ~~to~~ ^{EQ 1-24-84} to Mrs. Stiner were made only to advise her of her options. I did not threaten or harass Mrs. Stiner. Also in observing Mrs. Stiner during the meeting, I do not believe she acted or appeared distressed or uncomfortable.

I have provided the NRC ^{with} a copy of the memorandum I ^{EQ 1-24-84} made of the contents of the meeting. I also provided the Brown & Root policy regarding ^{EQ 1-24-84} Authorized Leave of Absence. Also provided ~~to~~ a memorandum to Mrs. Stiner's file from D.K. Egbert regarding her employment dated October 14, 1982.

I have read the foregoing statement consisting of 4 handwritten/~~typed~~ pages. I have made and initialed any necessary corrections and have signed my name in ink in the margin of each page. I swear that the foregoing statement is true and correct. Signed on 1-24-84 at _____.

[Signature]
(SIGNATURE: TYPED OR PRINTED)

Subscribed and sworn to before me this 24th day of January, 1984, at _____

INVESTIGATOR: [Signature]
(NAME: TYPED OR PRINTED)

WITNESS: _____
(NAME & TITLE: TYPED OR PRINTED)

MEMORANDUM FOR RECORD

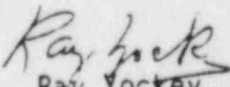
Re: Darlene K. Steiner #G976

Ron Tolson, Tom Brandt and I met with Darlene Steiner, in Tolson's office at about 0900 hours, this date. The purpose of this meeting was to ascertain her intentions regarding employment due to and medical complications arising therefrom and to advise her of the options available to her.


She expressed concern for income if she were unemployed because her husband was also unemployed but had possibilities of employment. She had been erroneously advised that a lay-off would be possible which would enable her to receive unemployment compensation. This is out of the question as the QA function has been staffing up. It was also pointed out to her that one of the conditions imposed by law was that she be physically able and available for employment. Due to the restrictions placed on her by her doctor her type of work has been changed. The possibility of further serious complications exist according to information she provided. Tolson expressed concern for her well being.

The option of requesting a leave of absence was discussed to include the fact, approval of which, would permit her to keep her company Medical and Hospitalization insurance in force to cover medical expenses which under the circumstances could be well above normal for . She was advised by Yockey that if she elected the leave of absence, the administrative requirements and that it would involve removal from the payroll. Since she expressed some intention of returning to work on the project when physically able to do so, she was also advised that she would have to reapply and be treated as any other rehire candidate.

There was no decision made at this meeting. She wished to consult her husband and review his employment situation before making any decision.


Ray Yockey

cc: R. Tolson

	BROWN & ROOT, INC. AND ASSOCIATED COMPANIES	GROUP POLICY
	Subject: AUTHORIZED LEAVE OF ABSENCE	Date: July 7, 1978 Number: 01 - 03

PURPOSE

To provide a method for employees to receive service credit and continue participation in certain employee benefit Group Insurance plans when they must leave the Company due to unusual circumstances usually beyond their control.

POLICY

The Company may, subject to conditions of Corporate Policy, grant an employee an Authorized Leave of Absence when valid reasons exist. Such leave must be approved by the concerned Manager and appropriate Officer.

1. Leaves of absence ordinarily will not be granted for the employee to engage in other or self-employment except where such leaves of absence are granted due to a reduction of force, to return to school, or to be with husband or wife in another locality.
2. Leaves of absence will be granted for a period of six months or less and generally will not be renewed except in unusual circumstances.
3. A leave of absence, or an extension thereof, proposed to be granted to any officer or employee who is a participant under the Career Executive Incentive Stock Plan, the Halliburton Company Senior Executives' Incentive Deferred Compensation Plan or the Brown & Root, Inc. and Associated Companies Officers' Supplemental Retirement Plan must be approved by the Executive Committee of the Company prior to the granting of such leave of absence or extension thereof. All other leaves of absence must be approved by the chief executive officer of each respective operating group or by such other person or committee whom he may designate for such purpose.
4. Executive Committee approval of a leave of absence in accordance with policy paragraph 3 will be immediately withdrawn at such time the employee accepts other employment or becomes self-employed unless continuation of the leave of absence is authorized by the Executive Committee.

PROCEDURE

~~Authorized Leaves of Absence are intended to allow an employee to receive service credit and continue participation in certain employee benefit plans and should not ordinarily be given to those with less than twelve (12) months of credited service. Leaves are given for a period of no more than six (6) months. Extensions for up to six (6) months each may be authorized with executive management approval. Extensions are only given in unusual cases.~~

Requests for the approval of a leave of absence, or an extension thereof, for an officer or employee who is a participant under the Career Executive Incentive Stock Plan, the Halliburton Company Senior Executives' Incentive Deferred Compensation Plan or the Brown & Root, Inc. and Associated Companies Officers' Supplemental Retirement

Plan will be submitted for approval in writing at least 45 days prior to the proposed effective date through appropriate organizational channels to the Office of the President of Brown & Root, Inc. Form "Request for Executive Committee Approval of Leave of Absence" will then be prepared and submitted to the Executive Committee of Halliburton Company. Notification of approval or rejection of such request will be given in writing on behalf of the Executive Committee and transmitted back through the organization channels to the concerned officer or employee.

Valid reasons for Authorized Leaves of Absence are:

Reduction of Force

Employees who are terminated because of reduction of force and a reassignment will not likely occur within 60 days of termination may apply for an Authorized Leave of Absence if they have twelve (12) or more months of credited service and they wish to maintain their group insurance benefits by making regular monthly premium payments. Employees terminated because of reduction of force who do not receive an Authorized Leave of Absence may extend their group insurance benefits for one additional month by payment of one month's premium following such termination.

An employee who participates in the Employee's Retirement and Savings Plan may apply for one (1) six (6) month extension to an Authorized Leave of Absence. However, extensions are approved for reasons of reduction of force only in very unusual circumstances.

Personal Illness or Incapacity

Employees who exhaust their sickness or accident benefits due to a continued illness or disability may apply for an Authorized Leave of Absence provided they have twelve (12) or more months of credited service. They may be eligible for one (1) extension of six (6) months.

Assignment to special duty outside Company at the Company's request

Employees will be granted an Authorized Leave of Absence when they are loaned or assigned by the Company to other companies' activities, governmental agencies or institutions. In such cases the leave may be continued and extended as often as necessary at the Company's discretion with proper approval.

Some urgent and necessary personal reasons

Employees who have twelve or more months of credited service and are returning to school to continue an approved full time educational program, or are leaving the area to be with husband or wife in another locality, or to attend to matters beyond the employee's control, will be considered for an Authorized Leave of Absence. However, each such leave or extension thereof will be carefully evaluated by the employees concerned Manager and Officer.

Military Absence

Employees who enlist or are called for active military service are covered by special policy, "Absence due to Military Service," rather than by an Authorized Leave of Absence.

Termination

Authorized Leave of Absence will be cancelled immediately under the following circumstances:

1. The employee returns to work.
2. The period of the Authorized Leave of Absence expires.
3. The reason for granting the Authorized Leave of absence no longer exists; such as, completion of urgent personal business or recovery from illness or incapacity.
4. Refusal of an offer of reemployment in the same job or one of similar pay and status made to an employee on Authorized Leave of Absence because of reduction of force.

NOTE: Administrative Procedures Section II A, Personnel, Subject: Form H-66, Termination Interview Supplement "A" Application for Extension of Benefits and/or Leave of Absence.

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 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 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 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 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

Darlene Stiner
October 14, 1982
Page 2

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 prior to her termination, that she would be afforded total coverage for both her under the provision that were pre-existing conditions.

The writer informed Ms. Stiner that federal law (passed some three (3) years ago) prevented employers from treating 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. LoJan, 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.

Darlene Stiner
October 14, 1982
Page 3

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 she should contact him immediately 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 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 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