

1 UNITED STATES OF AMERICA
2 NUCLEAR REGULATORY COMMISSION
3

4 INTERVIEW

5 OF

6 GORDON RAYMOND PURDY
7

8
9 Conference Room No. 2
10 Visitors Information Center
11 Texas Utility Generating Company
12 P. O. Box 2300
13 Glen Rose, Texas 76043

14 Thursday December 1, 1983

15 The interview commenced, pursuant to notice,
16 at 9:12 a.m. :

17 PARTIES PRESENT:

18 On Behalf of the NRC Office of Investigations:

19 H. BROOKS GRIFFIN, Investigator
20 DONALD D. DRISKILL, Investigator
21 U. S. Nuclear Regulatory Commission
22 Region IV
23 611 Ryan Plaza Drive
24 Suite 1000
25 Arlington, Texas 76001

On Behalf of Texas Utility Generating Company:

26 MCNEILL WATKINS, II, ESQ.
27 Debevoise & Lieberman
28 1200 Seventeenth Street, N. W.
29 Washington, D. C. 20036
30 - - -

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EXHIBIT (19)

P R O C E E D I N G S

1
2 MR. DRISKILL: For the record, this is an
3 interview of Gordon R. Purdy, P-u-r-d-y, who is employed
4 by Brown and Root, Incorporated, at Comanche Peak Steam,
5 Electric Station.

6 Present at this interview are Mr. Purdy, Mr.
7 McNeill watkins, II, of Debevoise and Liberman,
8 Washington, D. C., Mr. Brooks Griffin from the Office of
9 Investigations, Region IV and myself.

10 The subject matter of this interview concerns
11 the termination of William Dunham, a former Brown and Root
12 employee.

13 Whereupon,

GORDON RAYMOND PURDY

14
15 having been first duly sworn by Investigator Driskill, was
16 examined and testified as follows:

17 MR. DRISKILL: Before we begin the questioning,
18 Mr. Purdy, I would like to ask you a couple of questions.

19 Is Mr. Watkins your legal representative?

20 THE WITNESS: Yes, sir, he is.

21 MR. DRISKILL: Is he your chosen personal
22 representative?

23 THE WITNESS: Yes, sir, he is.

24 MR. DRISKILL: Is it Brown and Root's policy
25 that you have a lawyer present when you are interviewed by

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1 NRC?

2 THE WITNESS: It is Brown and Root's policy to
3 inform personnel that they have the right to counsel when
4 they are being interviewed by the Commission and I chose
5 to take that course.

6 MR. DRISKILL: I see. And you have chosen Mr.
7 watkins as your personal representative?

8 THE WITNESS: Yes, sir.

9 MR. DRISKILL: Is it a TUGCO policy or a site
10 policy that you have a lawyer present when you are
11 interviewed by NRC?

12 THE WITNESS: To the best of my knowledge, the
13 opportunity for counsel is afforded. I am not familiar
14 with any of their written policies or anything of that
15 nature.

16 MR. DRISKILL: You have said that you have
17 selected Mr. watkins as your personal representative. Did
18 you have any choice with respect to that selection of
19 attorneys?

20 THE WITNESS: Yes, sir, I did. Yes, sir.

21 MR. DRISKILL: So you were not told that Mr.
22 watkins would be your personal representative or anything
23 like that?

24 THE WITNESS: No.

25 MR. DRISKILL: Let me ask you a couple of

1 questions, if I may, Mr. Watkins, please.

2 MR. WATKINS: What is the subject matter of the
3 questions?

4 MR. DRISKILL: With respect to your
5 representing Mr. Purdy.

6 You are in fact representing Mr. Purdy on a
7 personal basis?

8 MR. WATKINS: For this interview, yes.

9 MR. DRISKILL: May I ask who you are employed
10 by?

11 MR. WATKINS: Debevoise and Liberman.

12 MR. DRISKILL: And does your firm represent any
13 other parties associated with Comanche Peak or the matters
14 involved in this investigation?

15 MR. WATKINS: Yes, it does.

16 MR. DRISKILL: I see, and do you represent any
17 other parties associated with this matter under
18 investigation?

19 MR. WATKINS: I am working on the Brown and
20 Root defense in the Dunham case, the Department of Labor
21 case.

22 MR. DRISKILL: Do you believe that there is a
23 potential conflict of interest that may arise during the
24 course of the questioning of Mr. Purdy with respect to
25 your representing him personally and your duties with

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1 Dezevoise and Liberman?

2 MR. WATKINS: At this time I have no idea, but
3 I don't think so.

4 MR. DRISKILL: If a potential conflict of
5 interest arises, what action would you take?

6 MR. WATKINS: I will call a recess and discuss
7 the matter with Mr. Purdy.

8 MR. DRISKILL: Do you have any instructions as
9 relates to this individual or Mr. Purdy's testimony?

10 MR. WATKINS: I don't understand the question.

11 MR. DRISKILL: Do you have any instructions
12 from your firm or from any other parties associated with
13 representing Brown and Root or TUGCO with respect to the
14 testimony given by Mr. Purdy?

15 MR. WATKINS: I still don't understand the
16 question. Do you mean has anyone told me what to do?

17 MR. DRISKILL: Or have you any instructions to
18 provide the text of the interview or anything to any
19 parties associated with the interview or any parties
20 associated with other matters related to this case?

21 MR. WATKINS: I have no such instructions.

22 MR. DRISKILL: Okay. To you knowledge, it is a
23 policy of TUGCO to have contract employees represented by
24 TUGCO attorneys?

25 MR. WATKINS: I don't know.

1 MR. DRISKILL: Very well.

2 MR. GRIFFIN: Does your firm represent Brown
3 and Root?

4 MR. WATKINS: Yes, in the Dunham matter.

5 MR. GRIFFIN: Does your firm represent TUGCO in
6 other matters?

7 MR. WATKINS: It does.

8 MR. GRIFFIN: Does your firm represent any
9 other contract employees on site like Ebasco or any of the
10 other ---

11 MR. WATKINS: Contractors or employees?

12 MR. GRIFFIN: Does your firm represent anybody
13 on site here who is employed by any of the other
14 contractors or subcontractors or anybody related, any
15 group or organization related to the Comanche Peak site?

16 MR. WATKINS: I don't know. I know we represent
17 TUGCO and for the Dunham case we represent Brown and Root.
18 I will be here at Mr. Purdy's request, also at Mr.
19 Brandt's request and at Mr. Tolson's request today during
20 these interviews. I don't know whether we represent any
21 one else. I don't think so.

22 MR. GRIFFIN: Mr. Brandt I believe is an Ebasco
23 employee. So you will be representing Ebasco?

24 MR. WATKINS: NO. I will be representing Mr.
25 Brandt.

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1 MR. GRIFFIN: Individually?

2 MR. WATKINS: Yes, for the purpose of the
3 interview today.

4 MR. GRIFFIN: Do you have any instructions as
5 relates a potential conflict of interest between any of
6 these individuals' personal representation versus your
7 firm's contract obligations to Brown and Root and/or
8 TUGCO?

9 MR. WATKINS: Mr. Griffin, I have of course
10 discussed in connection with the Dunham case and in
11 connection with these interviews several matters relating
12 to the NRC investigations and to the Department of Labor
13 case. Those discussions are I think confidential and I am
14 not going to tell you about them.

15 MR. GRIFFIN: Well, I am not asking for
16 specifics. I am trying to determine if there is a
17 potential conflict of interests between your representing
18 the utility, which is the client, and Brown and Root.

19 MR. WATKINS: I fully acquainted myself and
20 refreshed my memory as to conflict of interest rules
21 before I came down here and I have those firmly in mind.

22 MR. GRIFFIN: Okay. And you believe in this
23 instance that you represent these three individuals that
24 you will be representing them personally as opposed to
25 representing TUGCO or Brown and Root?

1 MR. WATKINS: Yes.

2 MR. GRIFFIN: And if a potential conflict of
3 interest arose between the truth as they know it to be and
4 TUGCO policy or Brown and Root policy as you might know it
5 to be, you would continue to represent the individual's
6 interest?

7 MR. WATKINS: I can't answer that, but I
8 suspect not under the hypothetical you have laid down.

9 MR. GRIFFIN: Maybe you misunderstood me. If
10 there was a potential conflict of interest, would you be
11 representing Mr. Purdy or TUGCO?

12 MR. WATKINS: Let me restate the question. If
13 you asked Mr. Purdy a question and Mr. Purdy gave an
14 answer that appeared to depart from TUGCO's interest, for
15 example, or Brown and Roots' interests in the Dunham
16 proceeding, I would ask for a recess and discuss the
17 matter with Mr. Purdy.

18 MR. GRIFFIN: As to your representation of him?

19 MR. WATKINS: Yes, and a decision would be made
20 as to whether I should continue.

21 MR. GRIFFIN: All right.

22 MR. DRISKILL: We have discussed this with Nick
23 Reynolds on previous occasions that we are all aware that
24 Mr. Purdy has the right to personal representation with
25 respect to our interviews and we don't intend or want to

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1 intringe on any of his rights with respect to that. But,
2 likewise, we want to for the record make sure that we
3 understand what the relationships are and that Mr. Purdy
4 understands what the relationships may be in order that no
5 conflict may arise at a later time for ourselves or for
6 Mr. Purdy.

7 THE WITNESS: I understand that if a question
8 of conflict of interest arises that Mr. Watkins and I
9 would discuss it and discuss representation.

10 MR. DRISKILL, I would like to ask, too, if I
11 could get a copy of the transcript for myself.

12 MR. GRIFFIN: Of course. As soon as we get it,
13 we will mail you one.

14 THE WITNESS: Thank you.

15 BY MR. DRISKILL:

16 Q I would like to begin the questioning of Mr.
17 Purdy with regard to the termination of William Dunham by
18 Brown and Root.

19 I, first of all, understand that you have
20 previously prepared a statement which was provided to the
21 Department of Labor concerning that matter?

22 A Yes, sir, I have. I have a copy of it here if
23 you would like that.

24 Q Yes, I would. If you don't mind, I would
25 appreciate it, and I will look at it later.

1 As best you recall, I would like to discuss
2 the events which led up to his termination. First of all,
3 why don't you explain what your job is and what
4 relationship you had with the protective coatings
5 department, its personnel, any and or all of its personnel
6 at the site?

7 A Okay. I am the Site QA Manager for Brown and
8 Root at Comanche Peak Steam Electric Station. As such I am
9 directly responsible for the development and implementation
10 of the ASME/QA program which addresses the mechanical,
11 fabrication, construction and testing activities for safety
12 class one, two and three systems.

13 As the senior Brown and Root representative on
14 site for the QA department, which is a different reporting
15 entity than the Brown and Root construction organization,
16 I share administrative responsibilities for all QA
17 department employees at Comanche Peak, for those that are
18 in the ASME organization, of which the coatings
19 organization is part of. That is, it is primarily a
20 contract administration type of a situation where pay,
21 accounting, approval of raises, evaluations,
22 administration of sick time policies or vacations, this
23 type of situation is concerned.

24 I have no involvement in the technical aspects
25 of any of the non-ASME programs nor am I directly in line

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1 for their day-to-day supervision. In the case of any of
2 those employees that are not directly under my technical
3 functional control, should a problem be perceived by their
4 supervision, regardless of the supervisor's organization,
5 I may, and I only say may, be called to assist him or to
6 address those personnel with him in matters that require
7 either some counseling, discussing or something of this
8 nature.

9 Q So it would be fair to say that you have a
10 administrative responsibility over Brown and Root
11 employees who may operationally be responsible to someone
12 other than a Brown and Root official?

13 A Yes, I believe that is correct.

14 Q Was that the case with William Dunham?

15 A Yes, sir.

16 Q He was employed by Brown and Root?

17 A He was employed by Brown and Root, but was
18 directly assigned to the protective coatings organization
19 which is administered by the non-ASME/QA organization.

20 Q And the administrative responsibility for the
21 non-ASME/QA organization goes to TUGCO; is that correct?
22 TUGCO has that responsibility for supervising that
23 organization?

24 A Yes, sir, that is correct.

25 Q Whereas Brown and Root supervises and

1 administers the ASME operations, the construction
2 operations and their QA/QC responsibilities?

3 A That is correct.

4 Q With respect to the termination of William
5 Dunham, I understand that it in large part came about as a
6 result of his conduct in a meeting which was held for
7 protective coatings personnel.

8 (Pause).

9 I will repeat the question.

10 A Would you please.

11 Q Based on previous interviews, I understand
12 that the situation which arose which resulted in his
13 termination came about, the situation came about as a
14 result of his conduct in a meeting held for QA or QC
15 protective coatings personnel.

16 A The reason that I was discussing or was going
17 to be involved in a discussion with Mr. Dunham was as a
18 result of that meeting. That meeting was not what resulted
19 in his termination.

20 Q Yes, that is what I asked.

21 A Okay.

22 Q I understand that the meeting took place on
23 August the 23rd or 24th, about one of those days, it was a
24 Tuesday or a Wednesday, and he was terminated on
25 approximately August the 26th I believe.

1 A That is correct.

2 Q At what point where you made aware of his
3 conduct during that meeting?

4 A The day before I terminated Mr. Dunham, as I
5 recall, which was the 25th I believe, a Thursday, and I
6 believe the meeting was on the 24th.

7 Q Okay. And how did this information come to
8 you?

9 A I had dropped into the office of Mr. Brandt,
10 who was the group supervisor of which Mr. Dunham's
11 protective coatings group was in his purview for
12 administration, and he had related to me at that time, I
13 walked into his office and he was in a discussion with
14 another individual and he had related to me at that time
15 that he had had a problem with Mr. Dunham the previous day
16 and would like to discuss it with me.

17 Q That was Mr. Brandt?

18 A Mr. Brandt, yes, sir.

19 Q And basically what did Mr. Brandt tell you?

20 A Mr. Brandt at that time, and I said Mr.
21 Krishe was in the room with him, asked Mr. Everett Mouser
22 and Mr. Harry Williams to come into the room. They were
23 outside of Tom's room. At that particular time Mr. Brandt
24 related to me that it had been reported to him by Mr.
25 Krisher and one of the PC, protective coatings

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1 consultants, that Mr. Dunham's behavior in the meeting was
2 very obnoxious and very unprofessional, and that basically
3 a meeting which was intended to provide a tangible benefit
4 to the QC department in explaining to them what they were
5 doing to improve or clarify the protective coatings
6 program had turned into a dismal failure because of Mr.
7 Dunham's attitude and his presentation at the meeting.

8 Out of this I perceived that they obviously
9 had some concerns about his attitude in addition to the
10 fact that there was some concern about the way he reacted
11 in front of some relatively highly credentially
12 consultants that were called there to help the
13 organization.

14 Q This was Mr. Firtel and Mr. Kelly from Ebasco?

15 A That is my understanding. I did not know who
16 they were. I was not aware that a meeting was even taking
17 place prior to this time.

18 Q I see. Did Mr. Branat tell you which one of
19 these particular gentlemen, either Mr. Firtel or Mr.
20 Kelly, that he had talked with regarding Dunham's conduct?

21 A I believe he related to me that it was Mr.
22 Kelly, but very honestly not being directly involved in
23 the technical aspects of the presentation, I don't recall.

24 Q So to summarize your answer to my last
25 question, you met with Tom Brandt, Harry Williams, Curley

1 Krisner ---

2 A And Everett Mouser.

3 Q --- and Everett Mouser and either Brandt and
4 others explained to you basically what Dunnam's conduct
5 had been during the course of the meeting?

6 A Yes, sir, that is correct.

7 Q Was a decision made during the course of your
8 meeting with these gentlemen regarding what should be done
9 about Dunnam's conduct?

10 A I asked Mr. Brandt what he felt should be done
11 and he had indicated that he considered a counseling and
12 giving Mr. Dunnam three days off without pay was
13 warranted and that was basically the sum and essence of
14 his recommendation.

15 Q Did you agree with his recommendation?

16 A I believe to agree with his recommendation
17 would assume that I understood the full severity of what
18 had transpired at the meeting. I did later contact Mr.
19 Tolson, who was of the same impression, and did concur
20 with that recommendation on that day.

21 As they are Brown and Root's client in this
22 particular job and in fact are directly responsible for
23 administering that program, my immediate action is to
24 assume that it is a warranted recommendation.

25 Q Would disciplinary action of that sort be the

1 kind of thing that Brown and Root might on some occasion
2 take with respect to someone working in a Brown and Root
3 organization?

4 A Yes. You mean as far as counseling someone and
5 giving them three days off without pay?

6 Q Yes.

7 A Yes, that is not a unique situation. It is a
8 standard and it is addressed in one of our procedures as a
9 progressive method of discipline.

10 Q Okay. So their recommendation was not outside
11 the normal disciplinary action which might be administered
12 by Brown and Root?

13 A No, not at all. It was totally consistent with
14 our policy.

15 Q I see. Okay. So you say that after you meeting
16 with Mr. Branut and the other gentlemen, you then talked
17 with Ron Tolson?

18 A Yes, sir.

19 Q And he concurred in their decision to request
20 that Mr. Dunnam be counseled and receive three days off?

21 A Yes, sir.

22 Q Was there any other discussion with respect to
23 Dunnam's attitude?

24 A The only discussion was that he expected his
25 people to be professional under all circumstances and that

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1 as related to him by his subordinate supervisors that the
2 indication that he received was that it was a very
3 unprofessional presentation and that therefore he did
4 concur with their recommendation.

5 Q Okay. So your decision to take disciplinary
6 action with respect to Mr. Dunham's conduct and attitude
7 in the August 24th meeting was based on the
8 recommendations you received from Brandt and Tolson?

9 A Yes, sir, that is correct.

10 Q Were there any other discussions on August the
11 25th with respect to what should be done?

12 A The question came when should I discuss this
13 with his supervisors with Mr. Dunham. This was done in
14 Brandt's office. It was after 4:30 in the afternoon and
15 all of my administrative personnel had already gone home
16 for the day and I recommended that it occur in the morning
17 on the 26th. But other than that discussion relative to
18 Mr. Dunham, which really supplemented what I was
19 discussing with Mr. Brandt, there was nothing else
20 discussed that day.

21 Q So it was determined that the counseling
22 session would take place on the 26th?

23 A On the morning of the 26th, yes, sir.

24 Q As I understand it, that counseling session
25 did not take place on the morning of the 26th.

1 A That is correct. It took place actually after
2 4:30, or about 4:30 on the afternoon of the 26th.

3 Q And what events contributed to the delay in
4 having this meeting?

5 A There were actually three things that
6 contributed to it. I suddenly had two very major technical
7 meetings that I had to attend that were relative to
8 activities on the project. The other thing that occurred
9 was that the counseling report which I wanted to read and
10 evaluate and look at that was to be prepared for Mr.
11 Dunham had not been prepared in the morning. Actually I
12 guess there was one other item that occurred, and at that
13 particular time I was notified when I discussed the
14 counseling report with Mr. Krisher and he said he did not
15 have it ready, that Mr. Krisher and Mr. Tolson had both
16 decided that due to the length in time between the meeting
17 and the point where we were actually going to be
18 counseling him that disciplinary measures were not
19 warranted other than the counseling. What I am saying is
20 that they had said that all they wanted him was counseled
21 relative to his attitude and no longer to be given the
22 three days off without pay.

23 Q This occurred on the 26th?

24 A That occurred on the morning of the 26th.

25 Q While you were in your meeting they decided

1 true?

2 A when I called Mr. Krisher to ask him about it,
3 he had informed me at that time that Mr. Tolson had
4 informed him that he did not want to continue recommending
5 three days off without pay due to the length in time
6 between the meeting and when we were going to actually
7 counsel him. If it was important enough to invoke three
8 days off without pay, that we should have done it
9 immediately following the meeting when the situation was
10 fresh and was in fact a major point of contention, and I
11 concurred with that. I double checked that with Mr.
12 Tolson and he agreed. We were going to do it later that
13 afternoon and I deferred until later in the afternoon
14 because of the meetings that were involved.

15 Q And then you concurred with their
16 recommendation to not then administer the three days off
17 without pay?

18 A Yes, I concurred to only conduct a counseling
19 session and not administer three days off without pay.

20 Q I see. Was the length of time which had
21 elapsed since the meeting, was that the only reason on
22 which they based the decision not to give him three days
23 off?

24 A That was the only reason that was related to
25 me and it seemed like a rational decision at the time.

1 Q Sometimes justice take a long time though,
2 doesn't it?

3 (Laughter.)

4 A Yes.

5 Q So the meeting with Dunham took place then you
6 said around 4:30 in the afternoon in the 26th of August?

7 A Yes, sir.

8 Q Could you explain to me the preparation for
9 the meeting once you were ready to bring Mr. Dunham in and
10 counsel him how all the arrangements were made?

11 A I asked Mr. Krisher to bring the counsel
12 report to my office so we could sit down and read it and
13 discuss it before Mr. Dunham arrived. Mr. Krisher came to
14 my office I would say around 4 with the counseling report.
15 I read the counseling report and asked him I am sure some
16 questions relative to the counseling report, although I am
17 not sure I recall specifically what they were. But I would
18 imagine we discussed the counseling report for about 15 or
19 20 minutes at the most.

20 I reaffirmed the fact that based upon the
21 counseling report that I would take the lead in discussing
22 the counseling report with Mr. Dunham since at this
23 particular point it had become my responsibility with him
24 being a Brown and Root employee, and Mr. Dunham as to be
25 brought to my office at 4:30. So for the next ten minutes

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1 I guess we had a cup of coffee.

2 Q Were any changes made to the counseling report
3 subsequent to your review?

4 A No. When I read the counseling report, after
5 whatever questions I may have presented to Mr. Krisner, I
6 was satisfied that it adequately related the information.
7 No changes were made to it and nothing was added or
8 deleted.

9 Q Then Mr. Dunham arrived at your office around
10 4:30?

11 A Yes.

12 Q Would you explain to me what occurred during
13 the meeting, or during the counseling session with Mr.
14 Dunham?

15 A At about 4:30 Mr. Dunham and Mr. Everett
16 Mouser arrived in my office. They knocked on the door. The
17 door was closed and I motioned for them to come in. Mr.
18 Dunham opened the door and I am not quite sure how to
19 describe it, but basically danced into the office with his
20 arms spread open up on one leg like here I am.

21 I asked Mr. Dunham and Mr. Mouser to be seated
22 and we were at sort of a typical conference table much
23 like this and I was sitting in my chair at the head of the
24 table. Mr. Krisner was on my left-hand side, Mr. Mouser
25 was on the right-hand side of the table closest to me and

1 Mr. Dunham was at the end of the table on my right-hand
2 side.

3 I explained to Mr. Dunham that his supervision
4 had some concerns and some problems with his attitude and
5 had prepared a counseling report and told him that I
6 would like him to read the counseling report and then let
7 us discuss it and I handed him the counseling report.

8 After what appeared to be a very quick perusal
9 of the counseling report he threw it back across the table
10 at me and said tuck it, I am not going to change and you
11 might as well walk me to the gate. I was a little bit
12 amazed at that if for no other reason that the vehemence
13 with which it was returned and sent back to me. I might
14 also add that I had never had out of 360 employees anyone
15 necessarily address me in that way in the past, especially
16 not in the presence of individuals who represented the
17 owner.

18 I asked Mr. Dunham, I said do you mean to tell
19 me that you don't want to discuss something which is
20 merely perceived as an attitude problem? He pointed at the
21 report and he says, and again this may not be in the
22 sequence, but basically what he said was that is the
23 biggest problem on the project. I have my ammo, I don't
24 gotta to worry about a job and you might as well walk me
25 to the gate.

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1 The manner in which he addressed me and the
2 manner in which he presented it, I very clearly in my own
3 mind construed it to be insubordination almost bordering
4 on baiting and I am afraid in a management position,
5 especially in front of other people, I would not tolerate
6 that, and I said that is fine, let's go, and at that
7 particular point I made up my mind to terminate Mr.
8 Dunham.

9 Q Did you try to calm him down in any way or
10 discuss it with him any further?

11 A No, I didn't try to clam him down because the
12 way he presented it, it didn't appear to me that there was
13 going to be a calming down exercise. I also didn't try to
14 calm him down because he didn't come at me in a manner
15 which indicated that he wanted to be calmed down, and I
16 chose at that particular time to exercise my authority as
17 a senior Brown and Root QA representative on site to go
18 ahead and execute the termination because after 25 years
19 of supervising and leading people, no one is there to talk
20 to me that way and I have no intention of ever putting up
21 with it not only in this case or in any case in the
22 future.

23 Q Okay. During the course of this exchange with
24 Dunham did you contact anyone to let them know that you
25 were going to terminate him?

1 A not a soul.

2 Q His statement to the Department of Labor
3 indicated that you got up and walked out of the room and
4 then came back in.

5 A I walked out of the room, the purpose of
6 which, and I guess that will show you how disturbed I was,
7 was to get my QA Administrative Assistant to prepare the
8 termination papers or to notify the time office to prepare
9 the termination papers, and being well after 4:30 they
10 were all gone. I walked back towards the office. They were
11 exiting the office at the time. I said something to the
12 effect of going down and get his stuff and I will meet you
13 at the time office. Mr. Mouser and Mr. Krisher took Mr.
14 Dunham and headed towards their office to collect his
15 personal belongings and I went to the time office to
16 execute the termination.

17 Q And that was the end of the meeting?

18 A That was the end of the meeting.

19 Q Okay. With respect to the counseling report,
20 was the counseling report that he was presented the same
21 one which Mr. Krisher prepared?

22 A Yes, sir, it was.

23 Q And that was on a standard Brown and Root
24 document, the counseling report?

25 A Yes, sir, it was. The exact copy of it is in

1 that previous testimony I prepared for the Department of
2 Labor before you. It is part of that package.

3 Q Okay. Let me go back to the previous day and
4 ask you a couple of questions about your plans to counsel
5 Mr. Dunham and at that particular point also to administer
6 three days off without pay.

7 Was any thought or discussion had with respect
8 to Dunham's reaction to counseling and time off without
9 pay?

10 A No. You mean did we have any discussion on how
11 he would perceive it?

12 Q On what his reaction might be.

13 A No, not at all.

14 Q Did you anticipate any problem with him during
15 the course of the meeting that you had planned for August
16 the 26th?

17 A No. I never enjoy doing this, but I never
18 considered nor did I give thought to the fact that when I
19 discussed it with him that it would be a moderately
20 violent reaction. He is not the only person that I have
21 talked to on the site, and I believe you can talk to any
22 of my people that when I sit down and talk to them it is
23 never with an antagonistic attitude and generally we are
24 able to reach a communion of thoughts at that particular
25 type of a meeting, and I have never had that type of a

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1 reaction from anybody. So I didn't anticipate it this
2 time. Maybe I was overestimating my soothing qualities. I
3 am not sure.

4 (Laughter.)

5 Q I don't suppose I would be wrong in assuming
6 then that you do have counseling sessions with various
7 Brown and Root employees?

8 A I have had, yes. I don't have a whole lot of
9 them primarily because within our organization, except in
10 matters in which they feel they need the senior
11 representative on site for Brown and Root to emphasize the
12 concern and the authority to discuss and counsel and/or
13 basically express management desires, it would have been
14 delegated to my subordinate supervision, not only within
15 the ASME organization, but the same thing has been
16 delegated and is soon to occur within the non-ASME
17 organization. So I have probably been involved probably
18 less than half a dozen times in two years in situations in
19 which I personally became involved in the counseling. Two
20 of those occasions were with my immediate supervisors.

21 Q When you have these meetings do you generally
22 always prepare a counseling report?

23 A On those in which a formal counseling was
24 considered or was anticipated, yes.

25 Q So you have presented individuals here at

1 Comanche Peak with that counseling report on other
2 occasions?

3 A Employees have been presented with those
4 counseling reports. I have probably only personally
5 presented counseling reports as a prelude to a counseling
6 session maybe two or three times.

7 Q I see. So the use of that report is not a
8 frequent occurrence?

9 A The use of that report is very frequent. It is
10 very infrequent that the boss gets involved in it.

11 Q I see. The decision to terminate Dunham was
12 made during the meeting and not prior to the meeting?

13 A Definitely.

14 Q With respect to preparation of the counseling
15 report, was there a need to have his time card number?

16 A There was a slot on the counseling report for
17 the badge number.

18 Q I see. And so during the preparation of the
19 report earlier in the day someone would have had to have
20 obtained his time card number?

21 A Someone would have had to put it there to fill
22 it out completely, yes.

23 Q Which would explain his statement that someone
24 had called the coatings QC office earlier in the day to
25 obtain that time card number?

1 A In all probability.

2 Q I understand that you didn't prepare the form
3 so you might not necessarily be acquainted with it.

4 A It would not surprise me that that occurred to
5 get the number.

6 Q But, again, the decision to terminate Dunham
7 was made during the meeting?

8 A Yes, sir.

9 Q And for what reason?

10 A Because of his insubordinate communications
11 towards myself.

12 Q Okay. Let me go back prior to this counseling
13 session and the meeting and so on. Were you previously
14 acquainted with William Dunham prior to this occurrence?

15 A Only on one other occasion.

16 Q And do you recall when that was?

17 A It was the late spring or early summer, and I
18 am going to try to hedge it because I don't remember. Mr.
19 Dunham came to me with another individual within his
20 organization to express some concerns or asked if he could
21 have an appointment with me to express some concerns.

22 Q And who was the other individual?

23 A A gentleman named Dan Ferris.

24 Q And who is Dan Ferris?

25 A Dan Ferris is a draftsman that works in the

1 protective coatings group.

2 Q Is Ferris a Brown and Root employee?

3 A Yes, sir, he is.

4 Q And each of them had concerns relative to
5 their job that they wanted to discuss with you?

6 A Mr. Ferris called me and indicated that he
7 would like to have an opportunity for he and one of the
8 lead inspectors to get together with me because they had
9 some concerns about harassment and I said well, what do
10 you mean, and he says, well, I can't directly tell you. I
11 am actually making the call for the lead inspector who is
12 out in the field. So he says I can't tell you directly
13 what some of the major concerns are. This was fairly late
14 in the morning, as I recall, and I had said that is fine
15 and let's get together. I think it was right after lunch
16 or anyway very shortly thereafter because of the severity
17 of the concern.

18 Q Okay. So you met with them?

19 A I met with them that afternoon.

20 Q Could you tell me what in fact they discussed
21 with you then?

22 A They discussed with me the fact that they felt
23 their field supervision was basically applying undue
24 pressures for them to get work done. They felt that they
25 were more supportive in essence of the craft than they

1 were the QC personnel. A particular instance that they
2 discussed was a situation where Mr. Dunnam was inspecting
3 some protective coatings on the reactor containment liner
4 and his immediate supervisor and a craft supervisor were
5 standing over his shoulder asking him questions basically
6 in a manner which he perceived as trying to expedite or
7 harass him into doing work more rapidly in the area.

8 He had indicated that his supervisor told him
9 he couldn't write any more NCR's and that he had to put
10 things on IR's and he said he had some concerns with the
11 technical adequacy of the protective coatings program. I
12 attempted to elicit more specifics out of him, both of the
13 individuals. Mr. Ferris again related to me that his
14 information was basically second and third party, by
15 people relying it to him because he wasn't directly in the
16 field.

17 I indicated to them that not being technically
18 and directly responsible for the coatings program that I
19 really was not cognizant of the specification requirements
20 or the development recommendation of the program, but if
21 they would like to give me some concerns, I would try and
22 see what could be done, which they did, and they expressed
23 those concerns. I would say the meeting lasted about an
24 hour.

25 Q Did they request confidentiality with respect

1 to their conversation with you?

2 A I don't remember the word "confidentiality"
3 being used either by them or myself. I very clearly recall
4 that they expressed concern over retribution from their
5 supervision, and I very definitely, in fact I guaranteed
6 Mr. Dunham and Mr. Ferris that they certainly would not
7 have their job in jeopardy or lose their job because of
8 bringing the concerns to me. So I did guarantee them that
9 they weren't going to get in trouble for doing that, but I
10 do not remember the word "confidentiality."

11 Q well, that is just a word.

12 A which is inconceivable knowing the structure,
13 because if I have nothing to do with the functional
14 day-to-day direction of the technical application, I have
15 got to go tell somebody that there is problems. We work
16 very closely that way.

17 Q Subsequent to this meeting with them what did
18 you do with that information?

19 A I went over to talk to Mr. Tolson who is
20 directly in charge of the non-ASME activities. He
21 expressed a concern and thought that we had better get the
22 men in here and let's figure out if we can get the
23 specifics and see what is going on and arranged early that
24 afternoon after I discussed it with Mr. Tolson, Mr.
25 Branat, myself and Mr. Dunham, and did that obviously

1 because the major players in the QA organization that
2 would be able to act on any of his concerns were both Mr.
3 Tolson and Mr. Branat, and we held a meeting that
4 afternoon with Mr. Dunham.

5 Q Were you present throughout this particular
6 meeting?

7 A They started the meeting, and it probably
8 couldn't have been much more than a minute or two before I
9 got there. I was a little late because of one of those
10 proverbial meetings that always make me late.

11 Q While you were present in this meeting did Mr.
12 Dunham have an opportunity to relay to them his concerns
13 or the same concerns he had relayed to you?

14 A Yes, he did. He expressed the same concerns
15 relative to the NCR-IR program which at least I perceived
16 Mr. Brandt and Mr. Tolson explained factually in
17 accordance with the program on the way it was implemented.
18 It was not my program, although I had heard discussions on
19 it before. I perceived that they were giving him a very
20 candid and straightforward answer.

21 They discussed the concerns about Mr. Dunham's
22 immediate supervisor ---

23 Q Namely?

24 A Harry Williams at the time, and his apparent
25 desire to be more supportive of crafts than he was of his

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1 inspection personnel.

2 Q Excuse me for interrupting, but did their
3 claim also include statements to the effect that Mr.
4 Williams was harassing and intimidating them in addition
5 to supporting the craft?

6 A They felt that he was, yes. That question was
7 specifically asked. In fact, I asked at the meeting if he
8 was being harassed and intimidated by his supervision or
9 by craft or by engineering or by who. He had indicated by
10 craft and his own immediate supervision. We had discussed
11 the point where they felt that Mr. Williams was nothing
12 more than a mouthpiece for Mr. Brandt and therefore were
13 afraid to come to Mr. Brandt directly because Mr. Brandt
14 asked that question instead of coming to me, and Mr.
15 Brandt at that particular time I guess asked several
16 questions which, as I recall, were intended to show the
17 other side of the coin, that people always come to him,
18 you know, and that he will talk to them.

19 Mr. Brandt committed to making sure that he
20 got all of the core inspectors together and talk to them
21 to make sure that they understood that there was that
22 path.

23 Q Did Mr. Dunnam tell Mr. Brandt that they had
24 been, they, the coatings QC inspectors had been forbidden
25 to permission to take advantage of Mr. Brandt's open door

1 policy?

2 A I don't recall that being stated at that
3 meeting. As I recall, Mr. Dunham merely implied and/or
4 stated that they were afraid to go to Mr. Brandt. I guess
5 maybe that would be the same thing, but that implication
6 was there.

7 Q During the course of this meeting did you
8 perceive any animosity on the part of Mr. Tolson or Mr.
9 Brandt toward Dunham?

10 A No, I really didn't. Mr. Tolson and Mr. Brandt
11 and even myself, once I understood the direction that some
12 of the questions and concerns were going, being not
13 totally familiar with the way they function, tried to
14 elicit some specific examples from Mr. Dunham even to the
15 point of asking him to show us, or to show Mr. Brandt in
16 the coatings procedures where he had his major concerns
17 relative to a couple of the technical aspects.

18 Mr. Dunham appeared to be getting highly
19 nervous and volatile continually leaning back and
20 gesturing with his hands and becoming a little more
21 frustrated as he tried to find specific examples of
22 technical program inadequacy within the manual.

23 As a matter of fact, when it appeared that Mr.
24 Dunham was getting too frustrated, the meeting was
25 amicably called to a halt, but I did not perceive any

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1 my organization, if they are going to take care of it,
2 they are committed to taking care of those problems.

3 (Discussion off the record.)

4 BY MR. DRISKILL:

5 Q Was Mr. Ferris at this meeting?

6 A No, sir, he was not. The meeting with Tolson,
7 Dunham, Brandt and myself?

8 Q Yes.

9 A No, he was not.

10 Q Did Mr. Tolson and Mr. Brandt have a meeting
11 with Mr. Ferris at another time with respect to this
12 matter?

13 A Not to the best of my knowledge. I really
14 don't know.

15 Q Was Harry Williams at this particular meeting?

16 A No, sir, he was not.

17 Q Did Dunham seem satisfied with he left the
18 office? You said that he seemed to be somewhat perplexed
19 because he was unable to provide them with specifics
20 regarding their questions or specifics which they asked
21 for. Did he seem to be satisfied as a result of the
22 conversation you had had with him?

23 A Well, I think Mr. Dunham was apprehensive. He
24 had indicated that the reason he had not gone to Mr.
25 Brandt was because Mr. Brandt had terminated Mr. Atchison,

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1 one of the previous inspectors out there, and at that
2 particular point I tried to explain to Mr. Dunham so that
3 it would relieve his concerns in directly talking to Mr.
4 Brandt, that it was not Mr. Brandt who had terminated Mr.
5 Atchison, that I had terminated Mr. Atchison for
6 significantly different reasons than bringing concerns,
7 you know, to the attention of supervision or management.

8 I am not sure what Mr. Dunham's reaction was
9 when he left the meeting. If Mr. Dunham perceived that he
10 had or any of his associates had problems within the ranks
11 of the organization or that they had problems technically
12 with the program, I doubt very seriously if that meeting
13 would have made him go away feeling everything was all
14 right. I believe that there would have had to have been
15 some very objective indication of those of us or one of
16 us, or someone in the meeting taking action on his
17 expressed concerns, and that is why Mr. Brandt started the
18 interviews with the inspectors that very afternoon.

19 Q Mr. Brandt did begin interviewing the other
20 coatings inspectors that day?

21 A Yes, sir.

22 Q And he interview all of them, to your
23 knowledge?

24 A To the best of my knowledge.

25 Q Did he ever discuss with you the results of

1 those interviews?

2 A Not in detail. Only from the standpoint of me
3 asking how the interviews were going and was everything
4 coming out all right and his indication basically that
5 yes, everything was proceeding along fine, which I
6 perceived as him resolving the apparent problem.

7 Q Subsequent to this meeting did you discuss Mr.
8 Dunham's concerns with Mr. Tolson and Mr. Brandt?

9 A Subsequent to the meeting?

10 Q Yes, after Dunham was excused.

11 A No.

12 Q You had obviously gone to them with some
13 concerns that one of the Brown and Root employees had. Was
14 there any discussion ---

15 A No. We finished the meeting. Mr. Brandt
16 committed to talking to the inspectors and we left. Other
17 than just those comments during the ensuing week or ten
18 days of how the interviews were going with the inspectors
19 and personally observing on a couple of occasions his
20 discussions with craft supervision on, you know, the
21 validity of his inspectors' findings, I guess I never
22 really got involved in the coatings arena again.

23 Even through the grapevine, and any
24 construction project has a very large grapevine, I didn't
25 get any specific feedback from my people on the coatings

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1 arena, to the best of my knowledge, that I can recall. I
2 have several people that have been there for a long time
3 and the people communicate very freely and it generally
4 gets back to me if there is a problem somewhere.

5 Q So prior to that time you had no knowledge
6 that there were any problems within the coatings QC
7 department?

8 A No, that is not a fair thing to say. It had
9 been brought to my attention earlier by another individual
10 that he had some concerns in the coatings department, but
11 it was primarily with his supervisor, again Mr. Williams.
12 That was brought to my attention by a gentleman named Neil
13 Britton.

14 Q were you aware that there was an investigation
15 relating to claims of that sort earlier in the year?

16 A No, not really. There were a lot of things
17 going on that I obviously wasn't aware of. I knew that the
18 Office of Investigations had been discussing with people
19 questions of harassment because they had even talked with
20 some of the people that were functionally in the ASME
21 organization, as I recall, but I didn't ask them what they
22 had asked. It hadn't really gotten back to me and
23 functionally it was so far from what at least I perceived
24 as the attitude of my organization that I never pursued
25 the question.

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- 1 Q Neil Britton is a Brown and Root employee?
- 2 A Yes, sir.
- 3 Q And he left the coatings department about that
4 time?
- 5 A No. He is still in the coatings department.
- 6 Q Is he?
- 7 A Yes, sir.
- 8 Q But he was a supervisor under Harry Williams
9 at that time?
- 10 A Yes, sir.
- 11 Q Did he ask to be relieved from that capacity?
- 12 A Neil came to me with basically a handwritten
13 summary of concerns and I sat down and talked to Neil only
14 because Neil had worked with me on another project. I sat
15 down and talked to Neil about them and he is concerns were
16 as was stated working directly as a supervisor for Harry
17 Williams and what he reported to be a fear of upper
18 management within that chain.
- 19 I asked why he had never gone to see Mr.
20 Brandt directly if he had concerns with the supervision
21 and he had indicated that he didn't feel he could freely
22 communicate. Having known Neil for quite a while, I said,
23 Neil, I said I am not really sure that is true. I have
24 talked to Mr. Brandt on several occasions and have seen a
25 lot of people in there talking. I said maybe you feel that

1 way because of your association with Mr. Williams. I says,
2 I would like to get Mr. Brandt over here and have you and
3 Mr. Brandt and I sit down and discuss your concerns, which
4 ne agreed to do.

5 He had indicated that he felt ne was unable to
6 perform and/or function within the current scope of what
7 they were trying to do within this revision and I asked
8 him what he wanted to do, what he would feel more
9 comfortable doing, because a great deal of the impression
10 was that the heat and the intensity was just getting to
11 Neil. In fact, he even mentioned his ulcers, you know, and
12 I asked him what he would feel more comfortable
13 performing, and he had indicated he would like to narrow
14 down his scope and/or go back to being an inspector. I
15 said, you realize, Neil, that if you do that I am very
16 hard pressed from a corporate policy standpoint to pay you
17 as a supervisor if you are not supervising, which he says
18 I understand that.

19 You choose something because it is the lesser
20 of two evils, I am sure. I mean he could either stay there
21 and get an ulcer, as ne had implied, or ne could move back
22 and try and recoup. But I believe that at that particular
23 point all three of us felt that what Neil was doing was
24 probably best under the circumstances, and Neil never came
25 back to me to express any concern after that.

1 Q So he was transferred to a new job?

2 A He was transferred to a new job. He was
3 reclassified and Neil has not come back to directly
4 express any concerns to me since then.

5 Q What is he doing now?

6 A Right now he is inspecting again. However, he
7 recently has been put in charge of training and certifying
8 a relatively large number of new inspection personnel.
9 Neil has always been a very, very conscientious young man.

10 MR. DRISKILL: Why don't we stop for a moment
11 and take a break.

12 (Brief recess.)

13 MR. DRISKILL: Let's go back on the record.

14 BY MR. DRISKILL:

15 Q Another area I would like to discuss with you,
16 Mr. Purdy, is that subsequent to the termination of Mr.
17 Dunham I understand that Mr. Peter McClain, an attorney
18 for Brown and Root, Incorporated, in Houston came down and
19 looked into the matter as a result of a complaint Mr.
20 Dunham had made to Brown and Root management; is that
21 correct?

22 A That is my understanding.

23 Q It has come to my attention that subsequent to
24 Mr. McClain's investigation or inquiries into this matter
25 a determination was made to offer Mr. Dunham

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1 re-employment.

2 MR. WATKINS: Excuse me. In the context of the
3 labor case an offer of settlement was made with Mr. Dunnam
4 and that fell within the Department of Labor procedures.
5 what went on in the determination is privileged and the
6 reasons for which the company offered it, as any
7 settlement offer is. I don't know how deeply you are going
8 to get into, and I am not sure if Gordon even knows that
9 much about it.

10 MR. DRISKILL: Well, I did want to ask him some
11 questions about it.

12 MR. WATKINS: The offer was made and rejected
13 by Mr. Dunnam.

14 MR. DRISKILL: I understand that. And my
15 investigation does not relate to the finding of
16 discrimination by the Department of Labor.

17 MR. WATKINS: I understand, but so long as you
18 understand the reasons for which any corporation in any
19 litigation may offer settlement and may offer to discuss
20 the matter with the other side are generally privileged
21 and confidential. They have to be or otherwise it would
22 make it very difficult to settle cases.

23 MR. DRISKILL: I want to make it clear though
24 that my interest in this has nothing to do with the
25 Department of Labor decision or the conciliation that went

1 on there.

2 MR. WATKINS: I understand, but that doesn't
3 alter the fact that settlement negotiations and the
4 reasons for offers of settlement and Mr. Dunham's reasons
5 for rejecting the offer of settlement are privileged no
6 matter what the context.

7 MR. GRIFFIN: Privileged between who, your law
8 firm and Brown and Root?

9 MR. WATKINS: No, as against the world.

10 MR. GRIFFIN: Is it privileged from Mr. Purdy
11 to the NRC?

12 THE WITNESS: I can make it real simply because
13 I don't know any of the things that went on on that. I was
14 not included in any of those discussions, determinations
15 or investigations.

16 MR. DRISKILL: You were interviewed.

17 THE WITNESS: By who?

18 MR. DRISKILL: By Mr. McClain at first I
19 assume.

20 THE WITNESS: No.

21 MR. DRISKILL: You mean Mr. McClain came down
22 to look into the matter of a complaint registered by Mr.
23 Dunham with respect to his termination and they didn't
24 even come to you?

25 THE WITNESS: Mr. McClain came to me, and I was

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1 not aware that he had been called in, but Mr. McClain came
2 to me and said that he had been asked to investigate the
3 Dunham issue and talked to me probably for about three or
4 four minutes, but there was very, very little that was
5 involved. I think he verified that he had a copy of the
6 counseling report and that he had a copy of the
7 termination slip and asked me if what was on those was
8 correct, and I said yes, and that was it.

9 BY MR. DRISKILL:

10 Q And subsequent to that brief conversation with
11 Mr. McClain, you were never told that Brown and Root and
12 considered rehiring Mr. Dunham subsequent to your
13 terminating him?

14 A No. I was told that they were going to offer
15 Mr. Dunham a position back, but it was never expanded into
16 the corporate's decision to do that.

17 Q In other words, it was never explained to you
18 the rationale for which they were going to ---

19 A No.

20 Q To your knowledge, were they going to offer
21 him a job at Comanche Peak or somewhere else?

22 A To my knowledge, they were offering to
23 reinstate him at Comanche Peak.

24 Q without discussing it with you?

25 A I work for people, too.

1 Q well, I understand that.

2 Q So you have really no knowledge with regard to
3 the rationale of why they made this determination or
4 decided to offer him re-employment?

5 A NO.

6 Q Okay. Another issue that I would like to
7 discuss with you briefly, and I understand that you are
8 employed on the ASME side of the house, but earlier in our
9 discussions you mentioned that you were somewhat familiar
10 with this particular topic, and it has to do with NCR's
11 and IR's and some concerns that were had by inspectors
12 with regard to which document they were instructed to use.

13 A I am familiar with the term NCR's and IR's. My
14 side of the organization also uses them. Relative to the
15 major concerns, to the best of my knowledge, because it
16 has been investigated several times and it has been a
17 subject of ASLB hearing testimony on numerous occasions
18 and it is very difficult not be moderately familiar with
19 the topic, to the best of my knowledge, the biggest
20 problem was that people do not understand that there isn't
21 a difference.

22 Q There isn't a difference?

23 A There isn't the difference that they suppose
24 or that they perceive there to be.

25 Q Don't the inspection procedures differentiate

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1 between the two?

2 A I don't know about non-ASME, whether they
3 differentiate between the two.

4 Q I assume the ASME side of the house procedures
5 reference CP/QP 16.0 and 16.0 and those things?

6 A They reference my procedures very
7 specifically.

8 Q Those are Brown and Root procedures?

9 A On the ASME side, yes, sir.

10 Q Okay. You were present I suppose then when
11 some discussion by Mr. Tolson and Mr. Brandt took place
12 with Dunham with respect to what he perceived to be an
13 inability on his part based on his manager's instructions
14 to write NRC's?

15 A Yes, I would be familiar with that.

16 Q Would you relate to me, to the best of your
17 knowledge, how they responded to him with respect to their
18 decisions on that?

19 A Their response to him was that the
20 unsatisfactory inspection report does in fact comply with
21 10 CFR 50 Appendix B criterion 15 in that the word
22 "non-conformance" which is a small "n" identifies that
23 QA/QC must be able to identify disposition and correction
24 on items that are non-conforming. Nowhere in any of the
25 appendices or in any regulations is the acronym NCR

1 mandated as a vehicle to do that. It is not abnormal
2 throughout the industry to use different names for that.

3 They explained that the difference between,
4 and theirs happens to be ironically the same as ours, that
5 the difference between an un-sat inspection report and a
6 non-conformance report is that an un-sat inspection report
7 is identified by QA/QC or anyone bringing it to QA/QC's
8 attention during an in process activity which can be
9 corrected by basically a rework mechanism.

10 It doesn't require engineering action and it
11 doesn't require any major management deal. Construction
12 just didn't build it the way the engineers said and QA has
13 identified that and they are now going to go back out and
14 put it the way the engineers said.

15 It is still subjected to the same evaluations
16 required by criterion 17 and that they are trended to
17 identify repetitive conditions or significant conditions
18 and corrective action is initiated as a result of it. All
19 it does is reduces the processing time by recognizing the
20 fact that QA and construction can identify where they
21 messed up and make it look the way it should have been to
22 begin with.

23 Now I thought Mr. Dunham when he left the
24 meeting understood at least that point.

25 Q Are IR's a part of the permanent plant records?

1 A Most assuredly, serialized and in permanent
2 plant records. In my program they even become a part of
3 the installation package.

4 Q Are they on the non-ASME side of the house?

5 A They are numbered, they are tracked, they are
6 documented and they are filed in the permanent plant
7 records vault.

8 Q An original IR which may identify an un-sat
9 condition?

10 A I would assume, yes.

11 MR. DRISKILL: Thank you. I can't recall any
12 additional questions.

13 (Brief recess.)

14 MR. GRIFFIN: Let's go back on the record.

15 Gordon, I am going to ask you kind of a
16 cross-section of questions here based on your interview so
17 far with Mr. Driskill.

18 BY MR. GRIFFIN:

19 Q Going back to your initial meeting with
20 Dunham, the first time that you can recall having talked
21 with him, was there anything improper or unusual about
22 Dunnam requesting a meeting with you?

23 A No. Certainly not improper. I assume the
24 responsibility as Site QA Manager for Brown and Root, and
25 everybody was made aware of the fact that, you know, that

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1 I was with Brown and Root and therefore was within their
2 chain of command.

3 I didn't find it abnormal that they would feel
4 free to come to me if they had a problem. In fact, I felt
5 rather good about that. I was concerned because they
6 didn't feel free to go the other way.

7 Q Following that meeting did Brandt ever express
8 to you any displeasure about Dunnam coming to you and/or
9 did Brandt ever indicate that he shouldn't have done it
10 and that this would not be a tolerable procedure?

11 A No, he never did express displeasure to that.

12 Q So Brown and Root QC inspectors had access to
13 you without fear of upsetting their supervisors if their
14 supervisors worked for other companies like Ebasco?

15 A I will have to answer you by the statement
16 that I would like to think so. That has not happened very
17 often. Mr. Britton and Mr. Dunham, or Mr. Ferris and Mr.
18 Dunnam are really the only situations where that has ever
19 had to occur. I have several Brown and Root supervisors on
20 the non-ASME side of the house that I know very well that
21 worked for me before on other projects who know full well
22 that they are free to come to me, or their people are at
23 any time, and if they had a problem there is no doubt in
24 my mind that they would come to me with the problem.

25 Q All right. Let's switch subjects here. I want

1 to draw your attention to the employee counseling and
2 guidance report which is included as an attachment to your
3 testimony that gave to the Department of Labor I believe.

4 A Yes.

5 Q The employee's name on this is Bill Dunham and
6 his badge number. I wanted to ask you about a particular
7 section on this report that reads "Did/could this create a
8 potential problem?" And it is an "X" marked "Yes" and then
9 "If yes, explain," and there is a written explanation.

10 Do you know who wrote that, whose handwriting
11 that would have been?

12 A I do not know whose handwriting that could
13 have been. It was on there when it was presented to me.

14 Q Okay. And Krisher, he was the one that
15 prepared the form as you understand?

16 A Yes, sir.

17 Q If I am reading this correctly, I want to ask
18 you about what it says. "A sensitive program already being
19 delayed by confusion" I believe is what it says.

20 A Yes.

21 Q Although you do not know who write that, do
22 you understand what the writer intended?

23 A As I look at this I can recall some of the
24 scenario that went with it. We had discussed basically
25 what was being discussed or what was implied, not only by

1 this, but how that related to I believe attitude and
2 actions as discussed above. Mr. Krisner at that time, and
3 I am assuming that Mr. Krisner aided that notation since
4 he was the only one that was actually involved in the
5 preparation of this form, in that the meet was held
6 because they were concerned over the protective coatings
7 program and at the recommendation of the protective
8 coatings consultants felt that it would be best to get
9 together with the QA/QC folks so they could discuss some
10 of the procedure programs and specification changes and
11 answer questions to try and clear, if you would, any
12 concerns that the QC inspectors would have relative to the
13 changes that were being made.

14 Mr. Krisner's position on that was that
15 instead of being a meaningful communication of trying to
16 explain between the consultants and the engineers and the
17 inspectors on problems that had been identified or the
18 inspectors' concerns being answered, it degenerated into
19 one of basically of the writing of their particular
20 efforts.

21 Q Okay. In this statement that is written here,
22 and we are assuming it is Krisner, it refers to it as a
23 sensitive program. Do you know what he intended by
24 "sensitive"? What is sensitive about this program?

25 A It would be supposition if I told you. I can

1 tell you what I perceive it means.

2 Q I would appreciate it if you could give me
3 your opinion.

4 A When I first came to Comanche Peak some
5 questions had been raised about the coatings program
6 because of documentation that had not been effectively
7 retained in some of the areas of safety class coatings.
8 There were one or more backfitting inspections going on
9 within the protective coatings arena. The criticality of
10 protecting coatings and the application was being felt by
11 the entire project. It is not a subject that was talked
12 strictly with the QC people. Everybody from Project
13 Management, Dallas, all the way down into our ranks
14 realized the regulatory requirements applicable to
15 protective coatings and there is just a great deal of
16 attention on the program right now.

17 Q So that is where the sensitivity came from?

18 A That is what I assumed it to be.

19 Q Okay. This sentence further says that "A
20 sensitive program already being delayed." What was the
21 delay as you understand it.

22 A My understanding is that the delay was
23 primarily due to the either differences of opinions or the
24 questions that had been raised relative to the technical
25 adequacy of the program.

1 Q And the delay is caused by, at what level or
2 by who?

3 A The delays are ultimately caused by project
4 management in an effort to try and ferret out problems. Is
5 that what you mean?

6 Q Are you saying that project management has
7 delayed some phase of either application or inspection
8 coatings?

9 A No. I believe that the progress of the
10 coatings program was not going as rapidly as anticipated
11 primarily because of the questions that were raised and
12 were having to be resolved, and in an effort to get the
13 coatings back into a normal project mode where we are
14 accomplishing the coatings in consort with the other
15 activities, it was very necessary to make sure that not
16 only the engineering, construction and the QA/QC folks met
17 and agreed on the program that was to be implemented.

18 Q Are you referring to the backfit or is this
19 ongoing?

20 A I am referring to even the ongoing. You know,
21 we are still going a lot of repairs and a lot of coating
22 work out there. Every time I put up a pipe support I mess
23 up their coatings.

24 (Laughter.)

25 Q Okay. Let's move on. The last words in this

1 sentence says "being delayed by confusion." Is the
2 confusion among QA management or among the inspectors, or
3 who is confused?

4 A I perceive ---

5 Q Right, your opinion.

6 A I perceive that the confusion on what is
7 intended and meant by the specifications and procedures is
8 project-wide and not any given organization, and I believe
9 that is what the protective coatings consultants were
10 trying to do. It is like trying to intrepret the code. You
11 can ask three people what the code means and they are
12 going to give you three different answer, and I believe
13 that is what resulted in the coatings program
14 specifications and procedures. You can ask three different
15 people what they mean and they all say different things.
16 So to the engineer it meant one thing, to the constructor
17 it meant another, the applicator, and to the inspector it
18 meant another, and you are never go anywhere without delay
19 and confusion unless they all agree, and I believe that is
20 what this effort was.

21 Q All right. Thank you.

22 I want to switch subjects again. Does the ASME
23 side of the house, do you have any groups that are
24 restricted to using inspection reports and not allowed to
25 use or write NCR's?

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1 A Not allowed?

2 Q By procedure.

3 A We identify our procedure as a deficiency
4 identified during in process inspection that can be
5 reworked or repaired using standard repair procedures that
6 are within the normal construction processing cycle, that
7 can be identified, dispositioned and closed on an un-sat
8 IR. We say maybe. We also say that anything that cannot be
9 resolved on an un-sat IR must be identified on an NCR.
10 Things that obviously fall into that category are things
11 that require engineering evaluation.

12 Q More specifically though do you now or have
13 you had since you have been working on site, has there
14 been a time period for a particular program or a
15 particular group that has been restricted to using IR's
16 and where NCR's have been removed from procedure within
17 the ASME side?

18 A Within the ASME side, no.

19 Q Are you aware that on the non-ASME side as
20 related to coatings there was a period of time in which
21 the 16.0 NCR's were removed from coatings QC procedures or
22 QI's? I am asking you are you familiar that that was the
23 case?

24 A No, but I can understand why an NCR wouldn't
25 be necessary in the coatings program, because it is a

1 continuous in process inspection until you get to the
2 point where you have an area that is acceptable and
3 therefore you have constant craft/QC interface. So even
4 though I am not familiar with then saying no, I am not
5 sure that it would make any difference.

6 Q Okay. Since your side of the nouse also uses
7 IR's, could you tell me how they are tracked?

8 A Yes. IR's are sequentially numbered. My QC
9 group supervisor provides for the distribution to various
10 QC groups of a block of IR numbers. An IR doesn't have to
11 be un-sat. It can be sat, you know, what you are using it
12 for. Those are assigned to each group with a lead
13 inspector being responsible for the control and
14 distribution of numbers.

15 An inspector will request a number or obtain a
16 number from him and will initiate an IR. The QC lead will
17 take pertinent information off of that or record into his
18 log what that IR was used for, whether it was sat or
19 un-sat and where it went.

20 In our arena, as I said, it becomes part of,
21 for example, a nanger package or it will become part of
22 whatever the process document was that was involved in
23 that activity until such time as it is closed out. At the
24 end of each quarter a copy of that log and a copy of all
25 the IR's are transmitted to my quality engineering group

1 who will do a double check to ensure that the log shows
2 closure of those particular IR's and also encompasses them
3 in the overall trending program for severity and/or
4 repetition and/or significant repetitive actions.

5 Q In the case of un-sat's on IR's, is there a
6 separate tracking of those for dispositioning or rework or
7 whatever it is called?

8 A On my side, you know, on the ASME side of the
9 house, all un-sat IR's are also identified on a QA
10 deficiency list for that particular item.

11 Q Who maintains this list?

12 A That list is maintained by my group. A QA
13 building supervisor in that area will maintain that. So we
14 have a redundancy of numbers.

15 Q Is this a formal system, this tracking of
16 un-sat's on IR's?

17 A Is it a formal system?

18 Q Yes.

19 A The tracking of them is very formal, yes.

20 Q So it is the log, or whatever system you use,
21 that maintains the plant record?

22 A Those particular items are transmitted to the
23 owner.

24 Q To the, excuse me?

25 A To the owner, to the permanent plant records

1 vault.

2 Q Do you happen to know if the same system
3 exists on the non-ASME side?

4 A I believe a very similar system exists. They
5 have also gone to the point of putting all un-sat IR's
6 into a computer program so that management can sit down and
7 identify problems, although they still use the hard copy
8 closure.

9 Q All right. Prior to the use of the computer
10 system, which I understand is fairly new, how were IR's
11 tracked on the non-ASME side of the house, do you know?

12 A I really can't tell you. I don't know.

13 Q You stated earlier that Dunham indicated that
14 he had some concerns about the use of the IR versus NCR.
15 Have you heard this same concern expressed by other QC
16 inspectors?

17 A No.

18 Q You said that this subject has been discussed
19 on a number of occasions before the ASLE and other
20 meetings. Who has been the originator? Who has expressed
21 the concern that led to these discussions?

22 A Who initially?

23 Q Yes.

24 A I don't know. Ms. Ellis obviously did at the
25 ASLE. I am not sure where she got her information from.

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1 Q What I was trying to learn from you is whether
2 this is a concern that is isolated or restricted to Ms.
3 Dunham, that only he feels this way or if this is
4 something that is ---

5 A I don't know. Other than the fact that I know
6 we did discuss it at the ASLB hearings and it has been
7 related to me that somebody had been down looking into it
8 or investigating it previously. I am not familiar with
9 where the allegation or the concern was lodged from. Other
10 than Mr. Dunham, nobody has ever explained to me that they
11 had a problem with it.

12 Q All right. Let's switch subjects again. You
13 related earlier of a time when some of your QC inspectors
14 had been interviewed by the NRC on another matter other
15 than what we are here discussing today. Were these
16 inspectors debriefed or interviewed following their
17 interview with the NRC?

18 A I don't even know who they were.

19 Q Okay. Do any of your subordinate supervisors,
20 do you know if any of them debriefed or caused to be
21 debriefed or interviewed these inspectors following their
22 interview with the NRC?

23 A To the best of my knowledge, and the
24 supervisors that work for me I have known a long time, I
25 doubt very seriously if they would ever be concerned if

1 you were talking to anybody.

2 Q Do I take from that that you have never heard
3 of any of your subordinates debriefing or interviewing
4 interviewees of the NRC for the purpose of finding out
5 what they told the NRC?

6 A No. As a matter of fact, at the times when
7 apparently these were going on, I heard, and I am not even
8 sure where I heard it from, that some of my people were
9 scheduled to be talked to, and neither I nor any of my
10 people have even tried to find out who they were.

11 Q Okay. So if there were instances where your
12 subordinates did interview these people, it would have
13 been without your knowledge and it would not have been at
14 a formal request from QC management?

15 A That is a fact.

16 Q As relates to Dunham's counseling, were either
17 Brown and Root or TUGCO managers involved in any decision
18 that related to Dunham's counseling? I am speaking more
19 specifically of those managers off site like those that
20 are at the office in Dallas.

21 A Do you mean involved in the decision to
22 counsel him?

23 Q Yes.

24 A No.

25 Q They were not aware of the situation at that

1 time?

2 A Brown and Root wasn't, and to the best of my
3 knowledge, I don't think anybody was.

4 MR. GRIFFIN: That is all I have.

5 MR. DRISKILL: Just a couple more questions.

6 BY MR. DRISKILL:

7 Q With respect to the counseling memo, which
8 there is a copy of there, was that presented to Mr. Dunham
9 as a single copy or were there carbon copies attached to
10 it?

11 A There are no carbon copies ever attached to
12 these. There is one copy. The original I believe you will
13 find in his personnel record. A single sheet was passed
14 over to him just that way -- (Indicating).

15 Q I see. The one, two or three pages are there
16 stapled together or something ---

17 A There was nothing stapled to it even. He got
18 one piece of paper. This one. That is all.

19 Q He indicated in his statement to the
20 Department of Labor that it was a three-part memo or
21 something like that. Were there any documents there or any
22 writings which were on the three-part memo that was
23 presented to him either during the counseling session or
24 subsequent to the decision to terminate him?

25 A No. I believe that is what you would call a

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1 material misrepresentation. No.

2 Q On his part?

3 A Yes. There was nothing ever like that.

4 Q With regard to his evaluation in his personnel
5 record at the time of his termination, he was given a fair
6 performance evaluation.

7 A Yes.

8 Q Was that determination made by you or someone
9 else?

10 A Me.

11 Q And what did you base that on?

12 A What I based it on was the fact that I had
13 never heard anything negative about his ability as an
14 inspector. Subsequent to that I had been told that he was
15 a very good inspector, but if an inspector who is good
16 technically will talk to me that way, I would hate to be
17 the craft or somebody else that he would talk to, and as
18 far as I am concerned that is fair.

19 Q So I would be correct in assuming, based on
20 what you have said, that if you had been put in a position
21 to write an evaluation for him three days before, you
22 would have given him better than fair?

23 A I can't say that. That is hypothetical. I
24 don't know.

25 Q What I am saying is that based on all

1 indications his performance, to your knowledge, had been
2 very good?

3 A Let me clarify that because I think you have
4 to qualify that. If I were put in a position of evaluating
5 Mr. Dunham, and his technical proficiency were as high as
6 it was, and I observed, because I don't evaluate somebody
7 unless I observe them, and I observed that his
8 presentation was equally as professional, yes, it would
9 have been higher than fair.

10 Q Okay. So a less than higher than fair
11 evaluation was given to him based on his response to your
12 counseling?

13 A Yes.

14 Q Okay. One last thing is that based on our
15 discussion, the recommendations came to you from Mr.
16 Brandt and Mr. Tolson that disciplinary action or
17 counseling be conducted with Mr. Dunham and originally it
18 was proposed that he be given three days off without pay
19 which was subsequently rescinded at least in that part.

20 You concurred in that based on your knowledge
21 of that as related by those people?

22 A Yes, I agreed to do that based on their
23 recommendation.

24 Q So would I be fair in assuming then that you
25 were basically acting as an administrative tool of TUGCO

1 to effect disciplinary action on a Brown and Root employee
2 under their supervision insomuch as you were the senior
3 Brown and Root official on site?

4 A Again, I hate to qualify my responses. I did
5 not personally take part in those decision-making
6 processes or witness activities that were evaluated by Mr.
7 Tolson's subordinates. I have, however, worked very
8 closely with those individuals for a long time. I have,
9 however, known Mr. Brandt significantly longer than the
10 period of time I have been up here, more professionally
11 and project-wise than personally. I don't know either one
12 of them personally, but from a standpoint of professional
13 presentation and jobs that they have taken, I have worked
14 with both Mr. Tolson and Mr. Brandt probably for better
15 than four years.

16 I am aware of Mr. Krisher's previous
17 activities. In fact, one of my direct supervisors worked
18 for Mr. Krisher at WPPSS. To act as a tool may be a
19 oversimplification of it because I acted in my role as an
20 administrator for Brown and Root, but did not question the
21 validity of their evaluation because of my knowledge of
22 them. Therefore, it was not a by definition okay, you are
23 the client and I will do whatever you say. I know the
24 people better than that. I don't want people to get the
25 wrong impression of my action on Brown and Root employees.

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1 If I did not have confidence in their evaluation, then I
2 would not feel free in exercising that disciplinary
3 action.

4 MR. GRIFFIN: If Mr. Brandt as a matter of
5 course suggested counseling to you for a Brown and Root
6 employee you would feel comfortable with counseling the
7 employee based on the information Mr. Brandt gave you?

8 THE WITNESS: Yes. I could not work any other
9 way with 200 people over on the non-ASME side of the
10 house.

11 BY MR. DRISKILL:

12 Q Just hypothetically speaking, if they had come
13 to you and told you that Dunham's conduct in the meeting
14 in question, if they had explained to you his conduct
15 there, would you without any recommendations on their part
16 have counseled with him conceivably?

17 A Would I?

18 Q Yes.

19 A No, not in all probability.

20 MR. DRISKILL: I don't have any other
21 questions.

22 I have one last statement I would like to
23 make.

24 Mr. Purdy, have I or Mr. Griffin threatened
25 you in any manner or offered any rewards in reward for

1 this statement?

2 THE WITNESS: NO.

3 MR. DRISKILL: Have you given this statement
4 freely and voluntarily?

5 THE WITNESS: Yes.

6 MR. DRISKILL: Is there anything further that
7 you would care to add to the record?

8 THE WITNESS: Only that I wish we would have to
9 quite talking about this. It is getting to be a long, long
10 time and very old.

11 (Laughter.)

12 (Whereupon, at 11:08 a.m., the INTERVIEW OF
13 GORDON RAYMOND PURDY concluded.)

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CERTIFICATE OF PROCEEDINGS

This is to certify that the attached proceedings of the
Interview of GORDON RAYMOND PURDY, before the Office of
Investigations at Texas Utility Generating Company,
Comanche Peak Steam Electric Station, Glen Rose, Texas
76043, on Thursday, December 1, 1983, commencing at 9:12
a.m., was held as herein appears, and that this is the
original transcript for the files of the Office of
Investigations, Region IV.

Mary C. Simons

Official Reporter - Typed

Mary C. Simons

Official Reporter - Signature

STATEMENT OF GORDON R. PURDY

I have reviewed the September 23, 1983 complaint (the Complaint) filed by William A. Dunham with the Department of Labor. The Complaint contains numerous distortions and inaccuracies. The purpose of this statement is to provide an accurate summary of my involvement with Mr. Dunham, including his counselling and termination. Below is a description of (1) my organizational responsibilities at the Comanche Peak Steam Electric Station (Comanche Peak or the Project); (2) my contact with Mr. Dunham prior to the counselling session; (3) my role in the counselling of Mr. Dunham; and, (4) my role in the termination of Mr. Dunham for insubordinate behavior during the counselling session. This statement is based on matters within my personal knowledge, and is true and correct to the best of my recollection, knowledge and belief.

1. Organizational Responsibilities

I am currently the Brown & Root (B&R) Site Quality Assurance (QA) Manager at Comanche Peak. As indicated on the attached QA administrative organization chart, the Comanche Peak QA organization is divided into two functional organizations, one covering American Society of Mechanical Engineers (ASME) QA activities (the ASME Group), and the other covering all other QA activities at Comanche Peak (the Non-ASME Group). I have the responsibility for directing the day-to-day activities of the ASME Group. The Texas Utilities Generating Company (TUGCO) (B&R's client, and the managing owner of Comanche Peak), directs the day-to-day activities of the Non-ASME Group through

the TUGCO Site QA Supervisor, R. G. Tolson. Under Mr. Tolson, the individual responsible for the supervision of the Non-ASME activities covered by Mr. Dunham's Complaint is Mr. C. T. Brandt. Mr. Brandt is employed by Ebasco, another contractor employed by TUGCO at Comanche Peak. While Mr. Tolson and Mr. Brandt supervise B&R employees assigned to the Non-ASME Group, as the Senior B&R QA management representative at Comanche Peak I retain the ultimate responsibility for administering disciplinary action arising out of any serious performance or conduct problems of B&R employees.

When B&R employees in the Non-ASME Group express job concerns to me or to other B&R ASME supervisors, we coordinate with the employee's Non-ASME supervisors in resolving any such concerns. I would emphasize that as the Manager of the ASME Group, I do not have responsibility for directing the coatings program. Mr. Tolson and Mr. Brandt have that responsibility. Based on several years of working closely with Mr. Tolson and Mr. Brandt, I have found them to be extremely competent and knowledgeable about nuclear QA requirements with respect to coatings and other areas.

2. Prior Contact with Mr. Dunham

I recall only one personal contact with Mr. Dunham prior to the August 26, 1983 counselling session. In late June or early July of 1983, Dan Farris, a B&R draftsman in the Non-ASME Group, called and asked if he and Mr. Dunham could meet with me. Mr. Farris indicated during the phone discussion that Mr. Farris and Mr. Dunham believed

they had been subjected to "harassment," and that there were problems in the implementation of the protective coatings QA program. Because of the seriousness of their complaints, I asked them to meet me that day in my office so that we could discuss their concerns in detail. When they arrived, I began the meeting by referring to Mr. Farris' call, and made it clear that I was sincerely interested in discussing any concerns the employees wished to communicate. In response, Mr. Farris indicated that he had not directly observed "harassment" problems, but had heard from others (unnamed) that there were harassment problems in the coatings area. He did not specify what these problems were, but suggested that Mr. Dunham would be able to describe examples.

Mr. Dunham told me that he had been harassed by construction personnel and by his own QA supervisor, and discussed a few instances which he believed amounted to harassment. Mr. Dunham claimed that he was pressured both by construction personnel and by his QA supervisor to perform his QC inspections in a hurried manner. Mr. Dunham did not state or suggest that he was threatened at any time or that he was ever asked or required to accept unsatisfactory work, or that he knew of any unsafe conditions at the plant.

The discussion at the meeting centered around Mr. Dunham's Supervisor, Mr. Harry Williams (a QA employee of Gibbs & Hill, TUGCO's principal architect-engineer at Comanche Peak) and Mr. Williams' supervisor, Mr. Brandt. Mr. Dunham complained that on the instruction of Mr. Brandt, Mr. Williams had directed coatings inspectors not to draft Nonconformance Reports.

Mr. Dunham's allegation relates to the use of Satisfactory/Unsatisfactory Inspection Report (Sat/Unsat IR) forms for documenting nonconforming conditions, in lieu of using Nonconformance Report forms. This practice is completely consistent with the NRC's QA requirements in 10 CFR Part 50, Appendix B. Use of Sat/Unsat IRs is not unique to the coatings area, but occurs throughout the Comanche Peak QA program, in both the ASME and Non-ASME Groups. The use of Sat/Unsat IRs has been extensively discussed and explained in recent Nuclear Regulatory Commission hearings.

Mr. Dunham also claimed during our meeting that Mr. Brandt, through Mr. Williams, was constantly imposing new QA policies on the inspectors with little explanation. Mr. Dunham further felt that Mr. Brandt was not available to hear inspector concerns about these policies, and that inspectors might be penalized for bringing any concerns directly to Mr. Brandt.

I told Mr. Dunham and Mr. Farris that I had heard complaints about Mr. Williams before. I did not indicate the source or specific nature of these previous complaints. My reference to previous complaints was based on a single conversation that I had in February 1983 with the individual who previously held Mr. Dunham's position. That individual complained to me about poor communications and tense relations with Mr. Williams. The individual did not indicate concerns about harassment. Although I did not discuss the individual's complaints during my meeting with Mr. Dunham and Mr. Farris, I assumed that because of Mr. Dunham's close relationship with the other individual, Mr. Dunham

was aware of my prior discussion. This is why I said "needless to say" in referring to the prior criticism of Mr. Williams.

When Mr. Dunham began to discuss the details of coatings QA policies and procedures, I indicated that because I did not supervise Non-ASME activities (including coatings inspections), I was not familiar with the details of the technical standards and procedures being employed. When Mr. Dunham and Mr. Farris finished describing their concerns, I told them that I would investigate the concerns and would get back to them. The "stir the kettle" quote at page 2 of Mr. Dunham's Complaint is essentially correct. I did not assure Mr. Dunham that I would keep the meeting confidential. I could not have made such a promise, since I knew that I would have to discuss the concerns with Mr. Tolson at a minimum, given our organizational arrangement. However, I did guarantee Mr. Dunham that he would not lose his job as a result of our meeting. As described below, Mr. Dunham's counselling and termination was in no way related to this meeting or to any quality concerns which Mr. Dunham expressed to management.

After the meeting, I immediately went to Mr. Tolson's office and discussed the subjects which were covered in my meeting with Mr. Dunham and Mr. Farris. Mr. Tolson and I agreed that we should address Mr. Dunham's concerns immediately. We scheduled a meeting for the same afternoon with Mr. Brandt and Mr. Dunham. We both felt that it was important for Mr. Brandt to hear Mr. Dunham's concerns, since Mr. Brandt was the person most knowledgeable regarding the areas of concern, and was the manager under Mr. Tolson who had the responsi-

bility for implementing any necessary action to respond to the concerns. I arrived several minutes after Mr. Tolson, Mr. Brandt, and Mr. Dunham began to discuss Mr. Dunham's concerns. When I arrived, there seemed to me to be a good discussion going on among the three participants. I did not see any evidence of pressure or hostility by Mr. Tolson or Mr. Brandt, and it appeared that Mr. Dunham was freely discussing his concerns. I did observe, however, that Mr. Dunham became agitated whenever he was asked for details or specific examples of the problems he was raising.

Mr. Brandt asked in a straightforward manner why Mr. Dunham had not approached Mr. Brandt with his concerns. Mr. Dunham replied that it was because Mr. Brandt had "fired" Charles Atchison (a former B&R inspector in the Non-ASME Group). I stated at that point in a matter-of-fact tone that I was the individual who "fired" (using Mr. Dunham's term) Mr. Atchison, and I explained that I had done so for reasons that were significantly different than identifying concerns and problems to management. Mr. Dunham states in his Complaint that my statement caused him to believe his job was in jeopardy. I know of no rational reason he could have concluded this from the tone, context, or substance of my statement. The intent of my statement was to make sure that Mr. Dunham understood that Mr. Brandt did not have the authority to terminate Brown & Root employees. As stated above, I had in our earlier meeting guaranteed that Mr. Dunham would not lose his job for bringing his problems to management.

Mr. Dunham's reference to Mr. Tolson's remarks about the NRC are seriously misleading and out of context. Although I do not recall Mr. Tolson's precise words, it was clear to me, and should have been clear to Mr. Dunham, that Mr. Tolson was saying he had no problem with inspectors expressing concerns directly to the NRC. Mr. Tolson's "intimidation" remark indicated to me that he considered Mr. Dunham's statement to be unnecessary and inflammatory in the context of our meeting, which was an effort by management to get to the bottom of Mr. Dunham's concerns. I myself felt at that time that Mr. Dunham's remark was unnecessary and inflammatory.

In the meeting with Mr. Tolson, Mr. Brandt and me, Mr. Dunham discussed essentially the same harassment concerns as those discussed in my earlier meeting with Mr. Dunham. In response to Mr. Dunham's statement that the inspectors were afraid to talk to Mr. Brandt, Mr. Brandt responded that his door was always open and that in fact inspectors were constantly coming into his office to discuss concerns. I have personally observed, on many occasions, meetings between Mr. Brandt and Non-ASME inspectors at which quality issues have been openly discussed and resolved.

After listening to Mr. Dunham's concerns, Mr. Brandt stated during the meeting that he would take responsibility for speaking with the coatings inspectors, and would assure them that they were free to bring to Mr. Brandt's attention any problems, including harassment. Mr. Brandt subsequently indicated to me that he began the discussions with inspectors the same day we met with Mr. Dunham. On several occasions during the next two

weeks, I discussed with Mr. Brandt the results of his interviews. I also observed several meetings which Mr. Brandt held with the coatings craft superintendent, in which Mr. Brandt supported various actions taken by coatings inspectors and emphasized the importance of allocating sufficient time for inspections.

Finally, in the meeting attended by Mr. Tolson, Mr. Brandt, Mr. Dunham and me, Mr. Dunham made emotional statements about inadequate coatings procedures. These statements were very general in nature, and were vague. We asked a number of questions, but Mr. Dunham could not provide any specific examples of coatings inspection procedures that were inconsistent with the coatings specifications. Mr. Dunham became increasingly agitated as we attempted to obtain the specifics necessary to permit us to investigate and address his concerns. At that point, the meeting was ended by mutual agreement.

3. The Decision to Counsel Mr. Dunham

Subsequent to the events just described, I had no contact with Mr. Dunham and no discussions about Mr. Dunham with any of Mr. Dunham's supervisors or anyone else until Thursday, August 25, 1983. On Thursday afternoon, Mr. Brandt called me to his office to meet with him. When I arrived, Harry Williams, Carly Krisher and Evert Mouser were present in Mr. Brandt's office. Mr. Krisher and Mr. Mouser are employed by Ebasco and work in the Non-ASME Group under Mr. Tolson and Mr. Brandt. I was told by Mr. Brandt that he had a problem with Mr. Dunham's conduct at a

meeting held the previous day (Wednesday, August 24) with engineering consultants who were experts in protective coatings (p.c.), visiting the site from New York and Houston. Mr. Brandt was not at the meeting with the consultants, but was relating the conclusions of Mr. Williams, Mr. Krisher, and Mr. Mouser, who were in attendance at the meeting. Mr. Brandt said Mr. Dunham had been obnoxious, that he kept interrupting the meeting, refused to stick to the subject of the meeting, and that his actions were completely out of place. Mr. Williams, Mr. Mouser and Mr. Krisher nodded their agreement as Mr. Brandt was describing the meeting to me. Mr. Brandt also made reference to criticisms of Mr. Dunham's conduct by one of the p.c. consultants who had conducted the meeting.

What Mr. Brandt and the other supervisors told me was a very serious matter in my view. Not only had Mr. Dunham embarrassed TUGCO, a highly valued client of B&R, but he had done so in the presence of other on-site contractors with which B&R has a close and continuing relationship. Furthermore, I knew that the consultants who had conducted the meeting in which Mr. Dunham had caused problems were highly respected special coatings consultants, brought to the site at considerable effort by, and expense to, Texas Utilities. As the Site QA Manager for B&R, I felt that such conduct, especially coming from an experienced lead inspector, had to be addressed.

After discussing the matter for approximately 10-15 minutes, I asked Mr. Brandt for his recommendation. He recommended that I counsel Mr. Dunham and give him 3 days off without pay. I suggested that we

hold the counselling session Friday morning (August 26). Mr. Brandt agreed but indicated that he was scheduled to be in Dallas Friday and that Mr. Krisher would be acting as his representative in the counselling session.

After this meeting, I went to Mr. Tolson's office and asked him if he was aware of the situation, including the recommendation to counsel Mr. Dunham and give him 3 days off without pay. Mr. Tolson said that he was aware of the situation and agreed with the recommendation. He said he expected his inspectors to be professional, and understood that Mr. Dunham had not acted in a professional manner in front of the p.c. consultants.

In my meetings Thursday with Mr. Brandt and Mr. Tolson, no reference was made to our previous meeting with Mr. Dunham, described above. No statements were made about Mr. Dunham going to the Nuclear Regulatory Commission. No statements were made about terminating Mr. Dunham. Our discussion related only to Mr. Dunham's actions in the meeting with the p.c. consultants, and the conclusion that Mr. Dunham should be counselled and be given 3 days off without pay for his behavior at the meeting.

I called Mr. Krisher Friday morning to check on the counselling form. He told me the form would not be ready until later that day, and confirmed that he would be acting for Mr. Brandt. Mr. Krisher also told me that Mr. Tolson only wanted Mr. Dunham counselled and no longer wanted Mr. Dunham to be given 3 days off

without pay, because Mr. Tolson thought too much time had gone by since the Wednesday meeting with the p.c. consultants. I arranged to have Mr. Krisher bring me the counselling form at 4:00 p.m. and asked him to schedule a meeting in my office with Mr. Dunham for 4:30 p.m. After my telephone conversation with Mr. Krisher, I went to Mr. Tolson's office and Mr. Tolson confirmed what Mr. Krisher had told me. Mr. Tolson stated that he did not want Mr. Dunham given 3 days off without pay, because he thought it was too far after the fact to dock Mr. Dunham's pay. He still recommended that I counsel Mr. Dunham.

Friday, August 26, was a busy day for me, and I had no further discussions about Mr. Dunham until my meeting with Mr. Krisher at 4:00 p.m. At that time, Mr. Krisher gave me a copy of "The Employee Counseling and Guidance Report" which is attached to this Statement. (The Report given to me did not contain my handwritten description in the lower right hand corner of the Report, which I entered on the Report subsequent to the counselling session). I asked Mr. Krisher about the reference in the Supervisor's Statement to "several occasions." Mr. Krisher said that Mr. Dunham had acted in an obnoxious, disruptive manner in meetings prior to the August 24 meeting, but that when Mr. Dunham acted that way in front of the outside p.c. consultants his behavior could not be tolerated. I had no discussion with Mr. Krisher about terminating Mr. Dunham (Mr. Krisher knew that we were not even to dock Mr. Dunham's pay, based on Mr. Tolson's statements), and we did not discuss any other matters relating to Mr. Dunham's conduct.

At 4:30 p.m. Mr. Mouser escorted Mr. Dunham into my office to meet with Mr. Krisher, Mr. Mouser and me. My understanding was that, for purposes of the counselling session, Mr. Mouser was representing Mr. Williams. Mr. Dunham's suggestion at page 7 of his Complaint that he was not a subordinate of mine, that no appropriate supervisors were in attendance at the counselling session, and that the counselling session was "not legal," are completely without basis as Mr. Dunham well knows. I am the senior B&R QA management representative at the site. While I did not supervise Mr. Dunham's day-to-day QA activities, he is clearly a subordinate of mine. It is normal for me or another B&R management representative to handle counselling of B&R employees, whether in the ASME or Non-ASME areas. I thought it was perfectly appropriate to have Mr. Krisher and Mr. Mouser present at the counselling session. Mr. Krisher was a senior supervisor in the Non-ASME area, and he and Mr. Mouser had witnessed and were familiar with the conduct for which Mr. Dunham was being counselled. Likewise, Mr. Dunham's allegation that his termination was "a pre-arranged conspiracy" is pure fabrication. As I have stated, I did not consider or discuss even the possibility of firing Mr. Dunham prior to the counselling session. Mr. Tolson had told me not even to dock his pay. There was no conspiracy of any kind, and no pre-arranged plan to terminate Mr. Dunham.

4. The Decision to Terminate Mr. Dunham

When Mr. Mouser escorted Mr. Dunham into my office, Mr. Dunham came through the door and went up on his toes and spread his arms

down and out, as if to make a grand entrance. His entrance looked to me like a sarcastic gesture designed to belittle the meeting. We all sat down, and I handed him the counselling form, saying in a low-key manner: "Bill, your supervisors have prepared a counselling report for your attitude. I would like you to read it, and let's discuss it." I did not ask him to sign the report. There is a space for an "Employees Statement" on the form. Mr. Dunham's claim that there was "no room for any statement" is not true. There were no other forms handed to Mr. Dunham other than the attached counselling report.

Mr. Dunham perused the report for less than 30 seconds and did not appear to read it carefully. My handwritten statement on the counselling report is an accurate description of what occurred after that. Mr. Dunham's actions and statements, as described on the counselling report, were insubordinate. He threw the counselling report at me, using profanity. Twice he asked me to walk him to the gate. He said he was not changing (and I believed it from the tone and words he used). I concluded that given Mr. Dunham's actions, words and general attitude, neither I, nor his Non-ASME supervisors, would be able to exercise the normal and expected supervisory responsibility over Mr. Dunham.

I have spent 23 years working in the nuclear power industry, eighteen of which were in the nuclear navy. I have been responsible for supervising thousands of individuals. Based on all my experience as a supervisor there is no question in my mind that Mr. Dunham's


words and actions in the counselling session were seriously insubordinate, and that my acceptance of his offer to walk him to the gate was proper in the circumstances.

After agreeing to walk Mr. Dunham to the gate, I left my office and went down the hall to ask one of my administrative assistants to contact the time office to prepare Mr. Dunham's termination papers. I did not use a phone as Mr. Dunham claims. No one was in the administrative office (I realized that the administrative personnel had left for the day). I walked back to my office. Mr. Dunham was waiting outside with Mr. Krisher and Mr. Mouser. I said to Mr. Krisher and Mr. Mouser: "Go ahead and get his stuff," meaning that they should escort Mr. Dunham to get his belongings. I did not say "go ahead with it," as Mr. Dunham alleges.

I then walked to the time office to fill out Mr. Dunham's termination papers. There were several people in the time office who can verify that I did not pre-arrange or pre-sign Mr. Dunham's termination papers. If the Labor Department has any questions about this they should check with the time office personnel. When I arrived at the time office, I asked for Mr. Dunham's Termination Sheet (attached). All employees have Assignment Termination Sheets in their personnel files. At the time of hire, the top portion of these Sheets are filled in with the name and address of the employee. I was given Mr. Dunham's Assignment Termination Sheet, and I filled in the reasons for termination, as shown, and signed the Sheet. After completing the Termination Sheet, and before Mr. Dunham

arrived at the time office, I left for Mr. Tolson's office. I met with Mr. Tolson and informed him of the counselling session and Mr. Dunham's termination. Shortly after I arrived at Mr. Tolson's office, Mr. Krisher arrived and we briefly discussed Mr. Dunham's conduct at the time office.

I understand that this Statement will be reviewed by Mr. Bob Rice of the Labor Department, and that I will have a full opportunity to discuss with Mr. Rice the facts described in this Statement and any other facts relevant to Mr. Dunham's Complaint. I look forward to the opportunity to meet with Mr. Rice, and request that Mr. Rice interview all persons mentioned in this Statement, so that the facts set forth in this Statement can be confirmed.


Gordon R. Purdy

Dated: 11 Oct 1983

EMPLOYEE COUNSELING AND GUIDANCE REPORT

EMPLOYEE'S NAME BILL DUNHAM

RADGE NUMBER C955 DEPARTMENT OC

REASON FOR CONFERENCE: (Check One)

Attendance	_____	Work Performance	_____
Attitude	<u> I </u>	Work Habits	_____
Personality	_____	Pay Evaluation	_____
Communication	_____	Other (Specify)	_____

SUPERVISOR'S STATEMENT: Bill, you have on several occasions verbally expressed a complete lack of confidence in the project protective coatings, Quality, Engineering and Production, program. The most recent and the specific incident of was recorded in the OC office on Wednesday 8/24/83, during the open information exchange between P.C. consultants and the Quality inspectors. Your continued dominance of the meeting by scoffing at, and/or expressing scorn of and for the program was disruptive, counter-productive and unprofessional. The described attitude and actions cannot and will not be tolerated and any further demonstrations of this nature will result in disciplinary action.

Did/Could this create a Potential Problem: Yes X No _____
 If Yes, explain: A sensitive program already being delayed by computer.

RECOMMENDED ACTION(S):

None _____
 Not Applicable - _____
 Re-Evaluation Within 30 + 60 days
 Re-assignment to _____
 Suspension for _____

Upon informing the employee that he was being counseled for his attitude, I handed him this report and asked him to please read and comment on it. After what appeared to be a quiet period, he threw it back at me and said "Fck it, you might as well write me to the gate because I'm not going to change". I asked him if he did not want to discuss what I perceived only as an attitude problem, and he again replied that this (writing a report) was the biggest problem and I will not sign the report. I have my own and I have had enough so you might as well write me to the gate. I interpreted his response and the response presentation as partial resignation. I attempted to accept his offer and terminated him for insubordination. DATE at 1630 on 8/26/83

EMPLOYEE'S STATEMENT:
The above exchange was witnessed by S. Fraser & C. Kisher
(Bb)

EMPLOYEE'S SIGNATURE _____
 SUPERVISOR'S SIGNATURE _____

COMPANY: Brown Fruit Inc

EMPLOYEE NO: 11-18-81 SOCIAL SECURITY NO: 568-98-8081 LAST NAME: Dunham FIRST NAME: William Andy

11-27-52 X X X X X X X M 3
X X X X X X 11-12-81 XX
PRIOR MAJES OKIA

1 01 35-1195 2 3 4 076 C955

OC Insp. D 5776 1125 X 2
GLEN ROSE
HAMILTON

EMPLOYEE NO. & NAME
CITY
STATE
ZIP CODE

TELEPHONE NO.

EMPLOYEE TYPE
REGULAR SEASONAL PART-TIME OTHER

REASON FOR ASSIGNMENT TERMINATION - CHECK ONE BELOW

<input type="checkbox"/> REDUCTION OF FORCE	<input type="checkbox"/> TO CLEAR PREPRINT TELY	<input type="checkbox"/> NO NOT USE SUPERVISOR	<input type="checkbox"/> NOT CAPABLE OF PS-2 PD FORMS ASSIGNED TO ME	<input type="checkbox"/> WITH VISA LICENSE
<input type="checkbox"/> DECEASED	<input type="checkbox"/> TO WORK ELSEWHERE	<input type="checkbox"/> NOT TO RETURN TO SCHOOL	<input type="checkbox"/> (NO) WALKED OFF JOB	<input type="checkbox"/> EXCESSIVE ABSENCE
<input type="checkbox"/> RETIRED	<input type="checkbox"/> PERSONAL ILLNESS	<input type="checkbox"/> FAILURE TO REPORT	<input type="checkbox"/> LEAVING ON JOB	<input type="checkbox"/> DEFERS TO THE ASSIGNMENT TO ME
<input type="checkbox"/> (NO) INJURY TO WORK MEMBER RECEIVED LOST PAYMENT DURING A STATE EMPLOYMENT	<input type="checkbox"/> NOVICE ARMY	<input type="checkbox"/> FAILURE TO RETURN	<input type="checkbox"/> EXCESSIVE ON JOB	
<input type="checkbox"/> REFERRED TO JOB NO.	<input type="checkbox"/> ILLNESS IN FAMILY	<input type="checkbox"/> FINISHING ON JOB	<input type="checkbox"/> FAILURE TO OBTAIN SAFETY INSTRUCTIONS	
<input type="checkbox"/> JOB/TASK COMPLETED	<input type="checkbox"/> NO TO WORK ELSEWHERE	<input checked="" type="checkbox"/> ON SUPERVISOR ILLNESS	<input type="checkbox"/> FAILURE TO OBTAIN SAFETY INSTRUCTIONS	

THIS REQUIRES EXPLANATION (NO) ITEMS REQUIRE EXPLANATION AND PROJECT MANAGER'S SIGNATURE

individual at the time of counseling for attitude informed me to take him to the state he wasn't charged - in a manner which

NOTE THAT THE REASON CHECKED ABOVE IS THE REASON FOR TERMINATION OF THIS ASSIGNMENT.

EMPLOYEE SIGNATURE: *Fucking Lie*

SUPERVISOR SIGNATURE: *I consist...* DATE: _____

EMPLOYEE TYPE: REGULAR SEASONAL PART-TIME

PROJECT MANAGER SIGNATURE: *[Signature]* DATE: *8/2/83*