

NUCLEAR SECURITY OFFICER BARGAINING UNIT
NSO VOTE TO APPROVE MEDIATOR PROPOSAL AND TENTATIVE AGREEMENTS
Between
ENERGY NORTHWEST AND USW LOCAL 12-369
October 2022

The following reflects a **second** proposal recommended by the Public Employment Relations Commission (PERC) mediator in the mediation proceedings between Energy Northwest and USW Local 12-369 in pursuit of a successor Nuclear Security Officer (NSO) Agreement. It also reflects all tentative agreements reached to date between the parties. Taken together, they must be accepted or rejected as a package and cannot be used in any way by either party in any subsequent proceedings. **This package has the endorsement of the NSO negotiating committee.**

MEDIATOR PROPOSAL TERMS

Contract Duration

- November 3, 2020 through November 2, 2024

General Wage Increases (Section 9.1)

- 4.5 percent increase effective November 3, 2020
- **4.5** percent increase effective November 3, 2021
- **5.5** percent increase effective October 29, 2022 (**NOTE: If notice to EN of ratification occurs after November 7, 2022, this increase will occur at the beginning of the pay period following notice. In such an instance, any pay increase from October 29, 2022 to the date of wage implementation will be handled according to the retroactive application referenced below).**
- **5.5** percent increase effective October 28, 2023

Retroactive Application

- The General Wage Increase (GWI) will be retroactive and paid in a lump sum. The lump sum will be calculated on hours paid to each officer (minus applicable taxes and deductions) from November 3, 2020, through the date the ratified and approved collective bargaining agreement is implemented.
- GWI retroactive payments will be paid to officers on the Energy Northwest payroll at the time of contract ratification, as well as retirees since November 3, 2020. Retiree is defined as an employee eligible for PERS retirement benefits on or before the date of separation from Energy Northwest.
- Energy Northwest will make best efforts to pay retroactive compensation in a timely manner.

Pay Week/Pay Period Change (12-Hour Shift Administrative Guidelines)

- Effective at the beginning of the pay period commencing October 29, 2022, **or at the beginning of the pay period following notice of ratification if notice to EN does not occur by November 7, 2022.**
- Changes the start of the work week and pay period for personnel assigned to the 12-hour shift so both begin on Friday at 1800 rather than Friday at 1200. The Friday day shift will no longer be split into separate work weeks.

CAS/SAS Stipend (Section 9.1.4)

- Effective at the start of the next cycle after October 29, 2022. **If it is not possible to implement this change on the date specified, the parties will work in good faith to agree on a reasonable alternative start date.**
- An NSO who maintains qualification and eligibility as CAS/SAS operator will receive 1% annual lump sum qualification stipend (i.e., 2184 x top NSO step rate x .01). This will be prorated by pay period if not qualified and eligible for entire year.
- Each cycle of the year that an NSO is qualified, eligible, and available (i.e., not on a voluntary assignment to E-Squad or Power Squad) they will receive an additional lump sum stipend of four tenths of a percent (.4%) of the annualized NSO top wage step.
- Maximum combined stipend is 6.2% of annualized NSO top wage step.
- Stipend will continue to be paid the first pay period after the end of the Bargaining Unit Agreement year.
- Other than the above, the current contract language of this section remains unchanged.

Personal Time (PT) Cap and VEBA Sweep (Sections 5.1.2 and 5.11.2(c))

- Effective on a future date determined by management after contract ratification and approval.
- Personal time bank limited to 800 hours.
- NSOs with PT balances exceeding 800 hours on date of contract ratification are exempt from this limit and will remain exempt, allowed to continue accruing above 800 hours.
- At the end of each payroll year, EN will automatically convert PT hours exceeding 800 (for those officers not exempt) into a VEBA contribution so the value of PT is swept into the officer's VEBA arrangement.
- In determining the 800-hour limit, any PT cash out declaration effective for the following payroll year will not be considered (e.g., cash out declaration for the following year of 50 PT hours will not preserve 50 PT hours above the 800 maximum in the current payroll year).

TENATIVE AGREEMENTS BETWEEN THE PARTIES

- Flex Benefits (Section 5.10.4) will incorporate rates updated as of 2020, remove outdated language, substitute Washington Paid Family Medical Leave (PFML) into core package in place of short-term disability leave, and update the long-term disability leave in the core package to 90 days to align with new PFML coverage period.
- VEBA funding sources (Section 5.11.2(b)) modified to eliminate true-up for amounts less than \$5.00.
- Outside the bargaining unit (Section 6.1.7) modified to allow NSOs who accept a job outside the bargaining unit but within the Security Organization, the ability to retain their seniority if they return to their NSO job within 180 calendar days.
- Minimum reporting pay (Section 7.2.4(b)) modified to ensure a minimum of four hours of pay at the straight time rate is paid for NSOs who report for scheduled overtime on a scheduled day off.
- Temporary NSOs (Section 8.3.1) modified to eliminate requirement for payment of working dues consistent with changes in the law.

- 12-Hour Shift Administrative Guidelines
 - Definition of peg system modified to ensure once overtime has been assigned using the peg system, the overtime will not be reissued based on changed availability of project or regular NSOs.
 - Overtime availability sequence modified to include “Power Squad project mandatory” after “E squad, special shift temporary/project mandatory.”
 - Modified E-Squad to eliminate need for 14-day notice of schedule change to support Force-on-Force (FOF) Drill when FOF schedule has been published.
- CAS/SAS/SCC Guidelines
 - Modified so mandatory selection is for a one-year term and volunteer selection is for two-year term. Both terms start on qualification date.
 - Modified so new NSOs are not eligible until after one year as a regular NSO (excluding project and temporary status).
 - Clarified that “regular” means not project or temporary employment.
- Power Squad Guidelines
 - On holidays that fall on Power Squad normal workdays, E-Squad will be assigned first, then Power squad for both volunteer and mandatory overtime. The volunteer/mandatory assignments apply to any shift between 0600 on the morning of the holiday until 0600 the day after.
 - Modified to eliminate need for 14-day notice of schedule change to support Force-on-Force (FOF) Drill when FOF schedule has been published.
- Other
 - Deadline for PT cash out declarations moved up to December 10 from December 31 to allow Payroll staff time to process before the end of the payroll year.
 - Clarified in grievance processing (Section 4.2.3(a)) that the Step 2 grievance meeting is to be scheduled within 21 days after receipt of the grievance.
 - The parties agree to bargain the effects (if any) of compliance with the new Washington law on long-term care insurance.
 - 401k contribution (Section 9.1.3) removed language linking percentage contribution to the IBEW Local 77 contribution percentage (Note: IBEW has decided to lower their percentage).
 - All existing Letters of Agreement (LOA) to be renewed as is with updated dates and signatures unless otherwise specified herein.

GENERAL

- Unless otherwise specified in this document or in the tentative agreements reached, changes take effect upon the 2020-2024 Collective Bargaining Agreement being ratified and approved. When reference is made to “ratified and approved”, it means when the union membership has ratified the agreement and the employer’s governing body has approved it.
- All other provisions of the existing collective bargaining agreement and LOAs, except as modified by the above, remain unchanged.