

**NUCLEAR SECURITY OFFICER
(NSO)**

**BARGAINING UNIT
AGREEMENT**

**between
ENERGY NORTHWEST
and
UNITED STEELWORKERS UNION
LOCAL 12-369**

**November 3, 2020
through
November 2, 2024**

Name: _____

**USW
BUSINESS OFFICE
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**ENERGY NORTHWEST
LABOR RELATIONS
(509) 377-4104**

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PREAMBLE

This Agreement made and entered into October 31, 2022 by and between Energy Northwest and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, for and on behalf of Local 12-369, hereafter referred to as the Union.

The parties are committed to utilization of the Union/ Management process to discuss items of mutual concern.

ARTICLE I GENERAL CONDITIONS AND TERMS

1.1 FIDUCIARY RESPONSIBILITY

1.1.1 Security Officers have a special position of trust to protect Energy Northwest property and personnel under all circumstances. Under no circumstances shall Security Officers suspend work but shall at all times protect company property under their care. NSOs as well as the Union shall cross all picket lines for the performance of this fiduciary responsibility.

1.2 NONDISCRIMINATION

1.2.1 In compliance with current State and Federal Civil Rights legislation, and amendments thereto, Energy Northwest and Union will ensure equal opportunity in all policies affecting hiring procedures, training, promotion, transfer, demotion, layoff, terminations and compensation. Equal opportunity will also encompass benefits derived from any of Energy Northwest's and Union's facilities, privileges or services. These policies will be administered without regard to race, creed, color, national origin, gender, disability, veteran status or age, except where sex, disability, age or where the American's with Disabilities Act (ADA) is a bona fide occupational requirement.

1.2.2 References to gender in this Agreement shall be considered as applying equally to both male and female NSOs.

1.3 TERM OF AGREEMENT

1.3.1 For and in consideration of the promises and obligations of each party, the parties establish and agree to the conditions of employment as set forth herein from November 3, 2020, through November 2, 2024, and from year to year thereafter unless written notice is given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration date, requesting that the Agreement be either amended or terminated.

1.3.2 Neither party is obliged to entertain requests from the other for modification or amendment of the terms hereof or enlargement of this Agreement during its life. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein. This Agreement is subject only to written modification by mutual consent of the parties.

1.3.3 This Agreement supersedes and replaces all previous agreements and letters of understanding between the parties. The parties agree to continue the 12-Hour Shift Administrative Guidelines (copy attached), CAS/SAS Guideline (copy attached), and Outage Special Shift (copy attached). The parties agree that if the Part Three Termination clause in the 12-Hour Shift Administrative Guidelines is invoked by either party, all agreements in the attached 12-Hour Shift Administrative Guidelines shall remain valid; only the hours worked shall be affected. If there is a conflict between Energy Northwest General Business Procedures (GBP) policies and this Agreement, this Agreement shall prevail for NSOs in this bargaining unit.

1.4 SAVINGS CLAUSE CONCERNING MANDATORY LAWS

1.4.1 This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto. Nothing in this Agreement is intended to or shall be used to violate any legal public requirement. If during the term of this Agreement, laws, regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other provisions not so invalidated shall continue in full force and effect.

1.5 NEGOTIATIONS

1.5.1 Energy Northwest will contribute to the lost-time pay subsidy for bargaining unit NSOs designated by the Union to be a member of the committee formed to negotiate amendments to this Agreement. Energy Northwest will pay the benefit costs and one-half (1/2) of the bargaining unit lost-time wages. The maximum payment under this provision shall be a total of 160 hours of straight time pay during any contract period (i.e., first 160 hours of reimbursed wages based on 320 hours of negotiations paid at the ½ time rate). Reimbursement will be based upon scheduled hours of paid time per day per bargaining unit NSO on the negotiating committee.

1.5.2 The Union will reimburse Energy Northwest for one-half (1/2) of the direct wages of the bargaining unit NSOs on the committee until the 160 hours of straight time pay total in 1.5.1 above is exhausted and for all of the NSOs' direct wages thereafter. Reimbursement will be based upon scheduled hours of paid time per day per bargaining unit NSO on the negotiating committee.

1.6 SECURITY

1.6.1 The Union and Energy Northwest agree that they will protect Safeguards Information and will not reveal such information to any person not cleared for Safeguards Information by Energy Northwest as required by the Code of Federal Regulations, Title 10, Part 73.21. No person shall be granted access to such information except as necessary for performance of work approved by Energy Northwest. All officials of the Union, and all NSOs covered by this Agreement shall comply with all security procedures now in effect or as may be promulgated by Energy Northwest or regulatory agency. Arbitrators provided for in this Agreement shall not make any decisions that conflict with security procedures approved by the Nuclear Regulatory Commission.

1.6.2 When the Union deems it necessary for a Union representative, who is not an employee of Energy Northwest, to enter a protected or vital area for the purpose of making examination of a physical facility in connection with a grievance or dispute, Energy Northwest will make a request to the Plant Manager or designee for approval to visit for that occasion. Such approval will not be unreasonably denied. Each representative shall comply with all security procedures as prescribed by the Nuclear Regulatory Commission.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 RECOGNITION

2.1.1 Energy Northwest recognizes, and throughout the term hereof will recognize United Steel Workers' Union, for and on behalf of Local 12-369 as the sole and exclusive bargaining agency with respect to rates of pay, hours of work and other conditions of employment for those regular NSOs in the Security Force Bargaining Unit who are regularly scheduled to work a minimum of ninety (90) hours per month. The Security Force Bargaining Unit is described in the Public Employment Relations Commission election notice dated May 14, 1984, and subsequent PERC unit clarification decision dated October 14, 1999 (PERC Case 13507-C-97-852; Decision 6851 – PECB), as all uniformed security officers below the rank of sergeant regularly employed at any facility owned and operated by Energy Northwest. Temporary NSOs shall be covered as described in Article 8 of this Agreement.

In the event Energy Northwest shall sell, transfer, or otherwise dispose of Columbia Generating Station (CGS), or cause such operation or any part thereof to be merged or consolidated with such sale, transfer, disposition, or merger, Energy Northwest shall provide that the person or agency thereof to conduct the operation of CGS shall assume all applicable terms and conditions of this collective bargaining agreement and shall specifically agree to retain in such person's (or agency's) employ all Nuclear Security Officer bargaining unit members then employed at CGS.

2.1.2 When new jobs are established, which are considered appropriate for this bargaining unit, the Union will be notified. The rate of pay for such jobs is considered a proper subject for negotiations between Energy Northwest and the Union.

2.2 UNION MEMBERSHIP AND DUES

2.2.1 All member NSOs of USW Local 12-369 covered by this Agreement share in the cost of maintaining and operating the Union as their collective bargaining agent, in accordance with its rules. The foregoing provisions shall not be construed as denying Energy Northwest the right to select its NSOs regardless of whether such employees are members of the Union. USW Local 12-369 shall be responsible to communicate to Energy Northwest NSOs their rights as they relate to membership and union representation. Energy Northwest shall provide access to new NSO employees within 30 days of onboarding for employment for the purpose of complying with this communication requirement.

2.2.2 Energy Northwest will deduct monthly dues or services charges, including, where applicable, initiation fees and assessment, as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary checkoff authorization cards. Energy Northwest shall within fourteen (14) days of the end of the month remit any and all amounts so deducted to the Union's International Secretary-Treasurer with a completed summary of deductions, including the amount deducted for each NSO member. Such deductions shall continue until revoked by the NSO member.

2.2.3 At the time of employment, Energy Northwest will provide each new NSO an opportunity to voluntarily execute an authorization for the checkoff of dues. A copy of the card will be forwarded at the time of signing to the Financial Secretary of the Local Union.

The Union will be notified of the amount transmitted for each NSO member (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission such as in the case of layoff or other termination of employment or leave of absence.

2.2.4 The Union shall indemnify Energy Northwest and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by Energy Northwest for the purpose of complying with this Article.

2.3 UNION STEWARDS

2.3.1 The Union shall at all times keep Energy Northwest apprised in writing of the name of each person designated by the Union to act as Union Steward. Each such Union Steward must be a full-time NSO of Energy Northwest, engaged in work for Energy Northwest covered by this Agreement. The Union shall give Energy Northwest reasonable advance notice prior to any change of Union Stewards.

2.3.2 The Union may appoint a reasonable number of Stewards for the purpose of handling grievances which arise in connection with the interpretation of this Agreement. This number shall be limited to one (1) Steward per squad (excluding "E" squad and Power squad) at each major location. The number of Stewards will be changed only by mutual agreement between Energy Northwest and the Union. Energy Northwest and the Union agree that a duly appointed and recognized Union Steward may use time during regular work hours in the grievance resolution process. Such paid time shall be held to the minimum required in performance of grievance resolution.

2.3.3 Energy Northwest is under no obligation to pay a Union Steward for time outside the regular straight-time shift which may be required in the resolution process.

2.3.4 Union Stewards shall not interrupt their regular work routine in the conduct of the grievance resolution process without the approval of the supervisor(s) and shall inform the supervisor(s) of the general nature of the activity and the estimated duration of the activity.

2.3.5 Energy Northwest, upon receiving notice of a Union Steward replacement appointment, shall notify the Union of its official recognition of the appointment. This provision shall not imply or grant any right to Energy Northwest in the individual selection of Union Stewards.

2.4 BULLETIN BOARDS

2.4.1 Energy Northwest shall supply bulletin boards for the use of the Union in posting material officially identified on Union stationery and signed by an authorized Union representative.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

3.1.1 Energy Northwest retains the exclusive right to manage and operate its business, subject only to the express terms of this Agreement. All management functions, rights and responsibilities which Energy Northwest has not modified or restricted by this Agreement are retained and vested exclusively in Energy Northwest. This includes the right to determine the mission, budget, and organization of Energy Northwest; to establish the methods, and processes by which work is performed; to use improved methods, technology or equipment; to plan, direct, control, curtail or increase operations; and to maintain

order and efficiency. These rights include the ability to take whatever actions may be deemed necessary in the event of an emergency to assure the health and safety of the public and/or Energy Northwest personnel. Temporary, project and new hire probationary NSOs may be terminated without just cause and without recourse to the grievance procedure within this Agreement. Such rights of Management shall not be subject to submission to the arbitration procedure established herein in Article 4. However, an NSO shall have the right to appeal, through the contractual grievance procedure, any action of Energy Northwest which is believed to be in violation of this Agreement.

3.1.2 It is recognized that Energy Northwest must fully comply with all rules and requirements of the Nuclear Regulatory Commission, and can't be in a position of having an arbitrator make an award that is in any way contrary to full regulatory compliance. It is also recognized that the Union has an interest in representing unit NSOs with regard to working conditions. In the event Energy Northwest determines that it needs to modify or create a policy or procedure in order to meet NRC rules and requirements, and the change impacts unit NSO working conditions, Energy Northwest will provide a copy of the change to the Union at least sixty (60) days prior to implementation. Upon request, Energy Northwest will meet with the Union to discuss the change, and bargain with the Union over any impact(s) on NSO working conditions. While Energy Northwest may implement the policy or procedure after the sixty (60) day notice period, the parties will continue their impact negotiations in an effort to reach a resolution. The sixty (60) day notice period will not apply in the event of an emergency requiring immediate implementation. Nothing in this section restricts the right of the Union to file a grievance alleging a violation of the terms of this Agreement. Should such grievance be brought before an arbitrator, the arbitrator shall not be empowered to nullify or modify any rule or policy or portion thereof, provided the rule or policy is reasonably necessary for Energy Northwest to maintain regulatory compliance.

ARTICLE 4 GRIEVANCES AND ARBITRATION

4.1 CONTINUOUS OPERATION

4.1.1 Energy Northwest is engaged in a public service requiring continuous operation. The procedures herein shall serve as a means of peaceable resolution and settlement of all disputes that may arise between the parties. The Union agrees that there shall be no strike, work stoppage or slowdown of any nature. Energy Northwest agrees not to lock out or cause to be locked out any NSO coming under the provisions of this Agreement. Energy Northwest and the Union agree to use their best efforts to assure continuous operation and compliance with the terms of this Agreement.

4.2 GRIEVANCES

4.2.1 A grievance shall be defined as an allegation of misapplication, noncompliance with, or misinterpretation of this Agreement. Any grievance not presented within fourteen (14) days after the occurrence causing the grievance shall not be processed through the grievance procedure. Grievances shall be settled through the grievance and arbitration procedures outlined below. To accomplish this objective either party may request a Union/Management meeting, on a grievance, at any point in the grievance process. The time limits in Steps 1 and 2 may be extended by written agreement between the Steward and the supervisor or management designee involved.

4.2.2 Step 1 - Supervisor. An NSO with a grievance shall present the matter orally to the immediate supervisor. The NSO may discuss the matter with the Union Steward and have a Steward present while discussing the grievance with management if the NSO so desires. Reasonable efforts shall be made to resolve problems at this level. Grievances resolved at Step 1 set no precedent for either party. If no settlement has been achieved through this procedure within twenty-one (21) days, the grievance may proceed to Step 2.

4.2.3 Step 2 - Security Force Supervisor. The grievance will be reduced to writing within twenty-one (21) days of completion of Step 1, using forms supplied for this purpose. The NSO must state the grievance, the date (on or about) of the occurrence, the remedy sought, the specific Article(s) of this Agreement which have been violated and a general description of the action(s) alleged to have violated the cited article(s). Only one subject matter will be covered in any one grievance. The NSO, with Union assistance if desired, shall fill out a "Grievance Report" and sign it. The original shall be given to the immediate supervisor in charge.

(a) The supervisor will forward the written grievance to the Security Force Supervisor. The Security Force Supervisor or designee will schedule a grievance meeting with the NSO (and Steward if desired by the NSO or the manager) within twenty-one (21) days after receipt. The grievance answer shall be provided within fourteen (14) days of the meeting. If the management representative determines not to hold a Step 2 meeting, the written answer shall be provided within fourteen (14) days from the date the grievance was presented to the supervisor.

(b) The grievance, after being answered by the Security Force Supervisor or designee, shall be distributed as follows:

(1) The original copy shall be sent to Energy Northwest Labor Relations office, which will forward a copy to the Union office.

(2) A copy shall be sent to the appropriate manager, Union Steward and aggrieved NSO.

(c) A grievance that has been processed at Step 2 shall be considered settled if it is not moved to Step 3 within thirty (30) days from the date of the Union's receipt of the written Step 2 answer.

4.2.4 Step 3 - If not resolved at Step 2, the Union shall notify the Labor Relations office of Energy Northwest, in writing, of its desire to pursue the grievance to Step 3. Such notice shall be within thirty (30) days of receipt of the Step 2 answer. The parties shall attempt to meet to resolve the grievance within thirty (30) days from the date of Energy Northwest's receipt of the Union's Step 3 request. This meeting may be extended up to 60 additional days. Any future extensions will require mutual agreement. Energy Northwest will give its written Step 3 answer within thirty (30) days after the meeting. A grievance is considered withdrawn when the aggrieved NSO voluntarily leaves the bargaining unit.

4.2.5 Energy Northwest or the Union may enter the Step 3 level of this procedure with respect to differences of opinion as to the interpretation of the Agreement. Such differences of opinion will be discussed at this level and a written Step 3 answer shall be provided within thirty (30) days after the completion of the discussion. If the matter remains unresolved, it shall be subject to arbitration under Section 4.3.

4.2.6 It is the intent of this Article that any action believed to be legitimate grounds for a grievance be fully explored and discussed and settlement reached at the earliest possible level. Time limits assure orderly and timely progression through levels of discussion, and settlement by arbitration if necessary. If desired, time limits may be extended by mutual written agreement between the parties or by local agreement between the manager/supervisor and the Steward.

4.2.7 Any regular NSO disciplined or discharged shall be advised of the reason or reasons for such action upon request and shall be entitled to a hearing as provided in Article 4 of this Agreement. In the case of a grievance arising over disciplinary action, the question submitted to arbitration shall be, "Within the context of the entire Agreement, was the discipline assessed by Energy Northwest appropriate and for just cause, if not, what is the appropriate remedy?"

4.3 ARBITRATION

4.3.1 A grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure may be submitted to arbitration; provided written application is made within sixty (60) days following the written Step 3 answer.

4.3.2 The arbitration provisions of this Agreement shall be available to either party.

4.3.3 Energy Northwest and the Union shall jointly select the person who shall act as arbitrator. If the parties either fail to, or are unable to agree on the arbitrator, the party requesting arbitration shall request a list of seven (7) names within Washington or Oregon (the sub-region) from the Federal Mediation and Conciliation Service. Such list shall contain the arbitrator's background statement, as well as address and telephone number. The list shall be mailed or e-mailed to both parties on the same date and shall provide the mailing and e-mail address of each party to this Agreement. The parties shall alternately strike one name from the list until only one name remains, with the order of striking determined by coin toss. The remaining named person shall be the arbitrator for the grievance. The party requesting arbitration shall send written notification to the arbitrator selected, with a copy to the other party. Failure by the party requesting arbitration to take all necessary actions to assure selection of an arbitrator within sixty (60) days following written application for arbitration pursuant to Section 4.3.1 shall constitute automatic dropping of the grievance, unless an extension is mutually agreed to by the parties. Requests for an extension made prior to expiration of the deadline will not be unreasonably denied.

4.3.4 The arbitrator shall act as a fair and impartial party to hear the evidence and make findings, and shall in all respects possess and exercise the powers of arbitration including authority to independently subpoena witnesses and records.

4.3.5 Arbitration hearings will be conducted in as short a time as practicable. The parties shall mutually agree upon the time and the place of the hearing. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and to cross-examine. The arbitrator shall determine the admissibility of the evidence. Each party shall produce all books, records, documents, or other material (or certified copies) which, in the opinion of the arbitrator, are relevant to the issue in dispute. The arbitrator shall issue a written decision within thirty (30) calendar days following conclusion of the arbitration hearing giving the reasons therefore.

4.3.6 The decision of the arbitrator shall not add to nor detract from the terms of this Agreement and shall be final and binding on the parties.

4.3.7 Each party shall bear its own expenses, including the expenses of its representatives and witnesses. The cost of the arbitrator shall be split, with each party paying fifty (50) percent. If a party drops/withdraws a grievance after an arbitrator has been selected, that party is responsible for all cancellation costs for the arbitrator. Supplemental expenses, such as a Court Reporter utilized by both parties, may be divided provided both parties mutually agree.

**ARTICLE 5
EMPLOYEE BENEFITS**

5.1 PERSONAL TIME

5.1.1 (a) Each NSO shall accrue Personal Time based on service hours at the rate shown in the table below. Service hours is defined as payable hours from Energy Northwest (e.g., REG, PT, HOL, DSUP). Personal Time is deemed to be in recognition of maintaining an eight (8) hour day and a forty (40) hour week and provides for vacation, unforeseen emergencies, conduct of personal business, inclement weather, personal and family illness, family death or special holidays. New PT accrual rates will be effective at the beginning of the pay period in which service hours total the requisite length of employment service in the table below.

NOTE: A maximum of 2,080 service hours will be awarded per payroll year.

(b) Should Energy Northwest offer the option for NSOs to buy back Personal Time used while awaiting receipt of disability insurance (i.e., waiting period), the buy-back will be administered on the same terms and conditions as non-bargaining personnel and in no less than 40 hour increments.

Length of Employment Service (Based on Service Hours)	Service Hours	*Personal Time Accrual During Each Two Week Pay Period (Hours)	*Total Annual Personal Time Accrued (Hours)	*Hours of Annual Required Usage
0-5	0 – 10,399	6.15	160	40
6-10	10,400 – 20,799	8.00	208	120
11	20,800 – 22,879	8.31	216	160
12	22,880 – 24,959	8.62	224	160
13	24,960 – 27,039	8.92	232	160
14	27,040 – 29,119	9.23	240	160
15	29,120 – 31,199	9.54	248	160
16	31,200 – 33,279	9.85	256	160
17-25	33,280 – 51,999	10.15	264	160
OVER 25	52,000+	10.46	272	160

* Assumes full service hours credit

5.1.2 (a) An NSO shall take at least 40 hours Personal Time per payroll year during the first five (5) full payroll years of employment, 120 hours during six through ten years, and at least 160 hours per payroll year thereafter.

(b) On a prospective date determined by management after the collective bargaining agreement has been ratified and approved by both parties, the amount of accumulated unused Personal Time will be limited to 800 hours. At the end of each payroll year, balance accumulation will be adjusted to this limit (if necessary) without considering any PT cash out declaration effective for the next payroll year. Members of the bargaining unit who have accumulated a balance in excess of 800 hours at the date both parties complete the ratification and approval process of the 2020-2024 collective bargaining agreement are excluded from current and future application of the 800 hours cap.

(c) NSOs may convert unused Personal Time to cash in accordance with Energy Northwest corporate policy for non-bargaining employees.

(d) In addition to the personal time accruals described in 5.1.1 above, regular full-time NSOs will receive sixteen (16) additional hours of personal time if they are on paid status on the first day of the payroll year. NSOs who are not on paid status on the first day of the payroll year will be eligible to receive a pro-rated amount of the sixteen hours, on the first day they return to paid status, or upon their date of hire.

5.1.3 Personal Time, as required in 5.1.2, will not be forfeited when an NSO is unable to take the required Personal Time each payroll year because of receiving Occupational Disability Allowance or if the NSO is denied an opportunity to take required Personal Time, provided the NSO has made reasonable efforts to schedule required Personal Time.

5.1.4 Yearly Vacation Scheduling

(a) Yearly vacation scheduling will be on a squad by squad basis. Energy Northwest will provide each squad with the next year's work calendar one month prior to issuing the annual vacation notice. Starting in November each year Energy Northwest will notify NSOs that requests for vacation during the following calendar year are due. The notice will provide the method to make application for vacation, the conditions for vacation and a cutoff date for consideration. The timing of the deadline for receipt of vacation requests will be determined by the majority on each squad. The vacation schedule will continue to rotate through each squad by seniority until the deadline agreed upon by the majority of the squad. Each NSO will be limited to forty-eight (48) continuous hours maximum possession of the annual vacation schedule per turn. The annual vacation schedule shall not leave Energy Northwest property. After the deadline for receipt of requests for a squad, the supervisor will issue a vacation schedule. The vacation schedule is final when signed and posted by the supervisor. As long as there are at least one hundred (100) NSOs in the bargaining unit (based on an average over a six month continuous period), Energy Northwest will allow a minimum of four (4) officers per shift to reserve a firm date on the vacation schedule. However, in years in which there is a refueling outage, following completion of the outage through December 31 of that year, a minimum of five (5) officers per shift will be allowed to reserve a firm date on the vacation schedule. If average manning falls below one hundred (100) NSOs in the bargaining unit (based on an average over a six month continuous period) Energy Northwest may reduce the minimum number to three (3) officers per shift and four (4) officers per shift following completion of the outage through December 31. However, required, scheduled training will normally take precedence, except for approved annual vacation.

(b) Ten (10) days after the cutoff date, Energy Northwest will notify each NSO as to the status of the request for vacation. Vacation rosters shall be posted for each squad.

(c) A conflict between two or more NSOs on the same squad, who have requested the same or overlapping period where manning and qualification requirements are involved, shall be resolved by

application of Energy Northwest seniority. Seniority may not be used to override scheduled vacation once the yearly schedule has been established.

(d) Adjustments of prearranged vacation schedules may be made during the year with approval of the supervisor. Officers who are on scheduled vacation and elect to return to work early may do so, provided they give Security Supervision a minimum notification of 72 hours prior to their return date.

(e) Each regular NSO will be required to schedule at least 40 hours of their required annual vacation on the yearly vacation schedule, with the exception of NSOs in their first year of employment. Those NSOs who have not reserved their position on a prescheduled vacation list are not assured vacation and they may be required to take mandatory vacation at Energy Northwest's option.

(f) During an outage with a scheduled duration of more than 45 days, only the first 45 days of the annual vacation schedule can be blocked. After the first 45 days through the end of the scheduled outage, up to two (2) officers may reserve a firm date on the annual vacation schedule.

(g) If an NSO applies for an open (unfilled) Yearly Vacation position (i.e., one or more of the three, four or five available, as applicable) in advance of the desired absence by a period of at least 14 days, the request will be approved except in the case of an emergency (i.e., condition unforeseen/ unpredictable). If the request is less than 14 days, then it will be approved providing business needs can be met.

(h) While on vacation, an NSO will not be permitted to work overtime for their squad's normal shift unless an emergency or regulatory noncompliance (e.g. minimum staffing) could result.

(i) Communication Center Operators (CCOs) will not be a part of the NSO annual vacation schedule.

(j) Time off due to vacation shall not exceed 60 consecutive days unless a formal declaration of retirement has been given and is effective within the annual vacation year. Any vacation that exceeds 30 consecutive days shall:

(1) Be scheduled to provide an efficient and expedited return to work process (e.g., badging, medical, training). This may include, as deemed necessary by management, returning on an Energy Northwest business day prior to the NSO's regularly scheduled return date to accomplish the return to duty process so the NSO may resume his/her normal shift schedule when the vacation concludes. Any related work hours will be paid at the straight time rate with no guaranteed minimum; and

(2) Be subject to reporting for training on a day off, as designated by supervision, following return to work if necessary to maintain their NSO qualifications. Any related work hours will be paid at the applicable rate per this Agreement.

(k) Absent exigent circumstances beyond Energy Northwest's control, NSOs participating in or directly supporting a triennial Force-on-Force drill or exercise will have no more than six days blocked to prepare for and participate in the event. This may include portions of the NSO's long change. Management will identify the dates as soon as reasonably possible following receipt of notification from the NRC.

5.1.5 Upon termination, NSOs shall be paid for all accumulated Personal Time in a lump sum at the time of termination.

5.1.6 Vacation which has not been scheduled in accordance with Section 5.1.4, may be taken only with approval of the cognizant department manager or designated representative. Requests for approval of unscheduled vacation should be made in advance of the desired absence by a period of at least four (4) days prior to the desired absence. Approval will be considered on a case by case basis. Personal Time may be granted upon shorter notice for death, illness or serious accident in the immediate family. Absence of an NSO without approval may result in the NSO being charged with unauthorized absence and/or subjected to disciplinary action, which may include the loss of two (2) hours of future Personal Time accrual for each hour of unauthorized absence. Energy Northwest may cancel vacation without prior notice in case of an operational necessity or an emergency.

5.2 PERSONAL TIME FOR ILLNESS

5.2.1 An NSO shall be entitled to use Personal Time to receive regular pay while incapacitated for performance of duties by reason of personal illness or injury of the NSO, or, when through exposure to contagious disease, the NSO's presence on the job would jeopardize the health of others.

5.2.2 Before approving payment of Personal Time for Illness, Energy Northwest may require that the NSO furnish a doctor's certification that the NSO was incapacitated due to illness, injury or the absence was necessary because of exposure to contagious disease that would jeopardize the health of others.

5.2.3 Notification of the necessity for Personal Time off for illness shall be given as soon as possible, but no later than one (1) hour prior to the beginning of the scheduled shift. Failure to notify the On Duty Security Force Supervisor in this manner will cause the NSO to lose a minimum of one (1) hour Personal Time benefit and to continue to lose Personal Time until one (1) hour after Energy Northwest receives the call. There may be situations under which an NSO could not give such notice. NSOs shall keep Energy Northwest informed as to the expected duration of any illness absence and the anticipated date of return to work.

5.3 HOLIDAYS

5.3.1 (a) The recognized holidays with pay shall be as follows:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

(b) Regular NSOs shall be paid eight (8) hours of holiday pay at the normal hourly rate for these holidays, provided they are in a pay status on the workday before or the workday after the holiday. Energy Northwest may approve payment for the holiday for NSOs not in such pay status when Energy Northwest determines that it is the result of an emergency beyond the NSO's control.

(c) Regular NSOs who work on a holiday shall be paid at the double time rate for all hours worked on the holiday, in addition to eight (8) hours regular holiday pay, provided the NSO is in a pay status the scheduled workday before and after the holiday.

(d) When the holiday occurs during an NSO's vacation period, it shall be considered as any other holiday.

(e) NSOs not needed for work may be released to observe the holiday.

(f) When a regular rotating shift schedule is in effect, the following shall apply:

(1) NSOs who work on a holiday, and because of such work are eligible to receive premium pay for a holiday worked, will receive eight (8) additional hours for holiday pay either as straight time pay or as a credit added to the Personal Time Bank, whichever they choose.

(2) This shall apply when an NSO works at least eight (8) hours on a holiday. Hours worked in excess of eight (8) on a holiday will be paid in cash wages at the overtime rate. Exactly eight (8) hours will be transferred to the Personal Time Bank.

(g) Non-rotating shift NSOs: When one of these holidays falls on Sunday, the Monday following shall be observed as the holiday by Energy Northwest NSOs. When a holiday falls on Saturday, the Friday preceding shall be observed as the holiday by Energy Northwest NSOs. Normally, non-rotating shift NSOs will not work on holidays. This includes NSOs assigned to E squad and Power squad.

(h) Rotating shift NSOs: When an actual holiday is on a scheduled day off, rotating shift NSOs shall receive holiday pay for the actual holiday (this shall not apply to any other day considered a holiday as in (1) above). The NSO may choose to convert the holiday pay to PT, to be added to the NSO's PT balance.

5.3.2 When an NSO's scheduled shift encompasses midnight, the workday designated as the holiday shall be the workday which includes the bulk of the scheduled work hours. No holiday or premium pay shall be paid for that portion of the regularly scheduled shift falling before or after midnight which is actually worked on the holiday. Holidays for NSOs on the twelve hour shift are from 0600 on the morning of the holiday until 0600 the day after (this excludes E squad, Power squad and NSOs on an Outage Special Shift).

5.4 BEREAVEMENT

5.4.1 In the event of death of an NSO's spouse (or domestic partner of record), child, or step-child, the NSO will be allowed up to 10 days of unpaid bereavement leave, during which the NSO can use available Personal Time at his/her option.

5.4.2 In the event of death of NSO's immediate relative defined as parent, step-parent, sibling, step-sibling, grandparent, or grandchild, the NSO will be allowed up to 5 days of unpaid bereavement leave, during which the NSO can use available Personal Time at his/her option.

5.4.3 Management reserves the right, at its discretion, to request documentation verifying family relationship and/or death.

5.5 SUPPLEMENTAL OCCUPATIONAL DISABILITY BENEFITS

5.5.1 For compensation under the Worker's Compensation Act, the NSO must furnish Energy Northwest with: (1) a certificate signed by the doctor that the NSO is disabled; and (2) a statement signed by the NSO authorizing the doctor to discuss the NSO's disability with Energy Northwest; and (3) a statement guaranteeing the NSO will not receive more than the amount allowed under the Act plus the amount provided in this section.

5.5.2 Absence from the time of injury or illness until eligible to receive such allowance shall be covered by Disability Supplement, if accrued, otherwise Personal Time, if desired by the NSO, and on the same basis as for non-bargaining unit employees.

5.5.3 Energy Northwest shall continue to pay such disabled NSO up to the accumulated Personal Time and/or Disability Supplement Balances and on the same basis as non-bargaining unit employees.

5.5.4 In the event an injured NSO recovers damages from any third party, the NSO shall reimburse any payments made by Energy Northwest under Section 5.5.2, not exceeding the amount paid by Energy Northwest for wages, minus pro rata expenses of collection.

5.5.5 Insurance: NSOs on Occupational Disability absence, whose employment has been terminated, shall be allowed to continue to participate in Energy Northwest's bargaining unit employee medical insurance plan under the provisions of federal law (COBRA).

5.6 LEAVE WITHOUT PAY

5.6.1 If an NSO requests time off in addition to the NSO's regular time off, such request may be granted without compensation, provided that all applicable accrued leave has been used and the NSO's need for the time off cannot reasonably be satisfied outside of working hours. Such leave may not inconvenience

the operation of Energy Northwest or increase operating expenses. Leave without pay in excess of fifteen (15) calendar days is considered a leave of absence. Leave without pay shall not be granted to accept other employment.

5.7 LEAVE OF ABSENCE

5.7.1 If an NSO requests time off in addition to regular time off, such request may be granted without pay; provided all accrued Personal Time has been used and it does not inconvenience the operation of Energy Northwest or increase operating expenses. Leave of absence shall not be granted to accept other employment except as provided in Section 5.7.4.

5.7.2 An NSO who has been granted personal leave of absence may return to the previous or an equivalent job, provided the NSO is qualified to perform the job and the NSO has sufficient seniority, as indicated in Section 6.1.4. No seniority shall accrue during leave of absence.

5.7.3 Only those NSOs advanced to fill temporary vacancies created by a leave of absence shall be affected by the return of the NSO from leave of absence. In each case they shall return to the job they left or an equivalent job, provided they are qualified to perform the job and have sufficient seniority.

5.7.4 An NSO who requires leave of absence to serve in a full-time position with the Union while representing Energy Northwest NSOs as a Business Representative, an Assistant Business Manager or a Business Manager, shall not lose established seniority and shall not accrue further seniority with Energy Northwest during the leave of absence. The NSO shall be granted leave of absence within thirty (30) days of application in accordance with the terms of the Leave of Absence mutually agreed to by the parties on a case-by-case basis. This provision shall be limited to one (1) Energy Northwest NSO at a time.

5.7.5 The Union may request an unpaid leave of absence from work for an NSO who serves in an elected or appointed position with the Union, so that the NSO can tend to related union business. Approval of such request will be based on management discretion and will be handled on a case-by-case basis. Requests will not be unreasonably denied, dependent on operational and business needs, and any cost impact to Energy Northwest.

5.8 JURY DUTY

5.8.1 An NSO on jury duty shall, or if subpoenaed as a witness, may receive compensation in the amount of the NSO's regular wage. The NSO shall work on any day on which it is feasible to work four (4) hours or more during the term of jury or witness duty. The disposition of any jury or witness fee received shall follow the same guidelines that apply to non-exempt non-bargaining employees in accordance with Energy Northwest policy. NSOs on jury duty will normally be assigned to a Monday-Friday shift schedule for extended jury duty assignments. Jury selection days will be handled on a case-by-case basis.

5.9 MILITARY LEAVE

5.9.1 Active Duty: In accordance with law, Military Leave of Absence is granted to NSOs who have left or leave a position to enter the Armed Forces for active military duty, or for the purpose of being inducted into, entering, or determining physical fitness to enter or to perform active duty.

5.9.2 State Duties: In accordance with State law, leave without pay and/or leave of absence is granted to members of the National Guard or similar State organizations to perform certain State duties, or to perform emergency duties during floods, fires, prison breaks, etc., when such duties are ordered by State Authority.

5.9.3 Annual Leave for Active Duty or Active Training Duty: In accordance with State law, an NSO who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th.

Such leave shall be granted in order that the NSO may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any personal time to which the NSO might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave within the twenty-one (21) day period, the NSO shall receive normal pay from Energy Northwest.

5.10 INSURANCE

5.10.1 USW bargaining unit members will participate in Energy Northwest's FLEX Benefits Program on the same terms and conditions as Energy Northwest non-bargaining unit employees. The parties agree to meet and discuss any changes or modifications to the plan.

5.10.2 During the life of this Agreement, Energy Northwest shall provide a Benefits Plan, including group life, accidental death and dismemberment, short and long-term disability, dental, medical and vision benefits. Booklets or plan descriptions will be provided within a reasonable time after adoption of any revisions of the Benefits Plan.

5.10.3 Energy Northwest is responsible for maintaining the Benefits Plan in compliance with any applicable Federal or State Acts or Regulations issued under such Acts as are now existent or may hereafter be enacted, amended or reenacted. Energy Northwest in its sole discretion may make such changes to the Benefits Plan as are necessary to comply and maintain the Benefits Plan in compliance with such Acts or Regulations. However, Energy Northwest will not implement any such change in any benefit without prior notice to the Union.

5.10.4 Energy Northwest will make the following FLEX Benefit contributions:

Effective 2020

Employee Only	\$8,876(Flex + supplement)
Employee & Spouse	\$16,555 (Flex + supplement)
Employee & Children	\$14,798 (Flex + supplement)
Employee & Family	\$22,503 (Flex + supplement)

* Employees waiving medical coverage will be eligible for Flex dollars only (i.e., no supplement) on the same terms, amounts and conditions as non-bargaining unit employees. At no time during this Agreement will eligible full-time employees receive less than \$2,000 in Flex dollars.

Bargaining unit employees who waived medical coverage as of the date of ratification of the 2016 NSO Agreement will continue to be grandfathered such that a contribution in an amount equal to the difference between \$5,650 and Flex dollars will be made to their VEBA account the first full pay period in December providing:

- Employee remains employed within the unit;
- Employee continues to waive medical coverage (i.e., opt out)
- Annually and by no later than December 1 employee provides to Human Resources proof of enrollment (employee + eligible dependents) in another group health plan through another employer.

A grandfathered unit employee will permanently lose the right to the above grandfathered benefit as soon as any of the above conditions are not fulfilled.

Energy Northwest will contribute the increase in premium costs in each employee category each year (based on the core benefits package set forth below) up to a maximum of 6 percent, providing that in no case will the Energy Northwest contribution exceed 90 percent of the total premium or be less than 85 percent of the total premium in any category. Employees waiving medical coverage will be eligible for Flex dollars only (i.e., no supplement).

*Core package consists of:

Medical (Uniform Medical Plan)

Dental (Washington Dental)

Vision (VSP exam and hardware)

Life Insurance (\$25,000 coverage)

WA Paid Family Medical Leave (employee portion of medical leave per average employee wage)

Long Term Disability (90 day wait, 40% benefit)

Flexible Spending Accounts (FSA) will be eliminated as benefit options before implementation of a "Cadillac" excise tax under the Affordable Care Act, if such FSA benefits would in any way support such a tax on plan(s) offered by Energy Northwest.

5.11 Health Reimbursement Arrangement - Voluntary Employee Beneficiary Association (HRA-VEBA)

5.11.1 Definition of Group: For purposes of the Energy Northwest VEBA, all Nuclear Security Officers will be a single group.

5.11.2 Funding Sources:

(a) If not used, up to a maximum of twenty percent (20%) of required personal time (see Section 5.1.1), with the understanding the primary reason for PT is to provide time away from work.

(b) Energy Northwest will contribute to each employee's VEBA an amount equal to two percent (2%) of the employee's regular straight-time wage (REG, PT and HOL pay codes) not to exceed 2,080 hours per payroll year. Any employee that works full-time in the unit for a full payroll year will receive a contribution on 2,080 regular straight-time hours. Contributions will be reflected on each employee's bi-weekly pay advice, with deposits made to VEBA no less than once per quarter. An annual VEBA true-up process will be conducted for all employees who worked full-time in the unit for the full payroll year. This will be completed by the second full pay period following the end of the payroll year. If payment was made on less than 2,080 regular straight-time hours, a true-up payment will be made to the employee's VEBA account to 2,080 hours based on the employee's regular hourly rate at the end of the payroll year, providing the amount is greater than \$5.00. If VEBA contributions were paid on more than 2,080 regular straight-time hours and the overpayment amounted to more than \$25, the overpayment will be reimbursed to Energy Northwest. An employee hired or transferred into a qualifying position on or before March 31 will be entitled to a prorated true-up to begin the first full pay period of their employment in the unit.

(c) At the time that management chooses to implement the limit on the amount of accumulated unused Personal Time to 800 hours, accumulated unused Personal Time exceeding 800 hours in existence at the end of a payroll year will automatically be converted to a contribution to the employee's VEBA arrangement. In determining the 800-hour limit, any PT cash out declaration effective for the following payroll year will not be considered. Members of the bargaining unit who have accumulated a balance in excess of 800 hours as of the date both parties complete the ratification and approval process of the 2020-2024 collective bargaining agreement are excluded from this provision.

NOTE: Due to the Affordable Care Act, beginning January 1, 2014, employees who opt out of the Energy Northwest medical benefits and are not enrolled in another qualified medical insurance plan will have a VEBA account that won't be accessible until their separation of employment from Energy Northwest (Post Separation account).

5.11.3 Affordable Care Act Excise Tax: In the event the Affordable Care Act Excise Tax on High Cost Employer-Sponsored Health Coverage is deemed to be applicable to this VEBA benefit, before the date of applicability, this benefit will be modified as follows in order of preference, providing the option results in avoidance of any related excise tax:

- (a) The benefit will become available to participants only upon separation from Energy Northwest (i.e., post-separation benefit); or
- (b) The benefit will be eliminated and the parties will immediately negotiate alternative terms of re-allocation to NSOs so that Energy Northwest and the NSOs remain substantially unharmed. Failure to reach agreement shall be subject to settlement by last-offer interest arbitration.
- (c) Energy Northwest will provide the NSOs and the Union with 60 days' notice of any of the actions described in (a) or (b) above.

ARTICLE 6 GENERAL PROVISIONS

6.1 SENIORITY

6.1.1 Probationary Period: The first six (6) months of regular service in the bargaining unit shall constitute a probationary period during which time seniority shall not apply. During this period, continued employment shall be solely at the option of Energy Northwest. The probationary period shall be six (6) months continuous employment of which at least three (3) months must be as a regular NSO.

6.1.2 Seniority:

(a) Energy Northwest Seniority shall be the length of continuous regular employment within the bargaining unit since the last date employed in the Security Force, as adjusted to comply with the terms of a Leave of Absence or absence from the bargaining unit as per Section 6.1.7.

(b) In cases where two (2) or more NSOs start to work on the same day, they shall have equal Energy Northwest Seniority, and (a) the earliest date of record of receipt of written application for employment shall establish priority of position on the seniority list for NSOs offered regular employment prior to November 3, 2012, as evidenced by the Nuclear Security Officer Seniority List dated May 20, 2013; **OR** (b) for NSOs offered regular employment on or after November 3, 2012, the NSO assigned the lowest numerical employee number shall establish priority of position on the seniority list. If further clarification is needed to determine seniority position, a mutually agreed to decision will be arrived at between Energy Northwest and the Union.

6.1.3 Seniority credit will accrue for all time spent on an illness Leave of Absence, except during the probationary period.

6.1.4 NSOs in Reduction in Force (RIF) status shall retain seniority rights for two (2) years (see 6.2.2). NSOs in illness Leave of Absence shall retain seniority rights, including recall and bumping rights, for two (2) years from the beginning of the illness LOA (see Section 5.7.2.).

6.1.5 In accordance with law, NSOs who are granted leave from Energy Northwest for active duty military service shall retain seniority rights for the period of their military service.

6.1.6 A seniority list shall be prepared by Energy Northwest and posted when this Agreement takes effect and at least semi-annually thereafter.

6.1.7 OUTSIDE BARGAINING UNIT - 180 DAYS

Bargaining unit NSOs who accept a job outside the bargaining unit, but within the Security Organization, may return to the previous job within one-hundred eighty (180) calendar days without any loss of seniority. They may return at their option or Energy Northwest's option. If such NSO's absence from the bargaining unit exceeds one-hundred eighty (180) calendar days, the bargaining unit seniority shall be adjusted to reflect the loss of all time spent outside the bargaining unit, and the NSO may then return to the bargaining unit if qualified and there is an opening.

6.2 REDUCTION IN FORCE (RIF) AND RECALL TO WORK

6.2.1 In the event of Reduction in Force, Energy Northwest shall identify the number of excess positions by job title. Energy Northwest shall notify the affected regular NSOs in writing two (2) weeks prior to such reduction. A copy shall be sent to the Union. The NSO with the least Energy Northwest Seniority in each identified job title shall be entitled to bump in the following order, on the following basis:

- (a) If qualified for the position, and senior to the least senior NSO, bump the least senior NSO.
- (b) Bumping shall be:
 - (1) On the basis of Energy Northwest Seniority.
 - (2) Limited to the NSO's major geographical area.
 - (3) Limited to one position. This shall be the highest position for which the bumping NSO is eligible.
- (c) Security Bargaining Unit NSOs shall be entitled to the same severance pay allowance provided to nonexempt non-bargaining unit employees.

6.2.2 NSOs shall be recalled in the inverse order of layoff provided they possess the necessary qualifications for the existing opening. NSOs desiring recall must keep Energy Northwest advised in writing of their address and phone number to be eligible for recall. NSOs must keep Energy Northwest advised in writing of any changes in their address or phone number. NSOs who refuse offers of reemployment, or fail to report for work within eleven (11) working days shall lose any entitlement created by this Section. Eligibility for recall shall be limited to two (2) years (see 6.1.4). During this two (2) year period, there shall be no loss of seniority and service credit.

6.3 NEPOTISM

6.3.1 Immediate relatives will not be awarded positions where they work in supervisor/subordinate relationships or other situations which could be a conflict of interest. "Immediate relative" shall be:

Husbands-wives.

Father-son, mother-daughter, father-daughter, mother-son.

Brother-brother, sister-sister, brother-sister.

Step-relatives of any of the above combinations.

In-laws of any of the above combinations.

Loss of employment or lowering of an NSO's pay grade shall not occur as a result of implementing this section.

**ARTICLE 7
GENERAL WORKING RULES**

7.1 WORK WEEK AND WORK SHIFTS

7.1.1 (a) Work Week/Work Day: The work week shall begin at a fixed time based on the NSO's assignment and end one hundred sixty-eight (168) hours later. A work day shall begin at the beginning of the graveyard shift for rotating shift NSOs and NSOs on special shifts if applicable. The work day shall begin at 12:00 a.m. for all others. The work day shall be twenty-four (24) hours long. Unless otherwise provided in this Agreement, one-half (1/2) hour at or near the middle of the shift shall be the meal period.

(b) Alternate Work Weeks: Alternate work week schedules may be established by mutual agreement between the parties.

7.1.2 Shifts: Energy Northwest may establish day shifts, rotating shifts or special shifts as necessary for the efficient conduct of its business. NSOs will be paid at the regular straight-time wage rate for the regular assigned shift exclusive of the lunch period. NSOs' shift hours shall be designated at least twenty-four (24) hours prior to the start of the shift, except as noted in subsection (c), below.

(a) Day Shift: Eight (8) consecutive hours excluding time taken out for meals shall constitute a day shift. Monday through Friday shall be the normal work days for employees assigned to day shift.

(b) Rotating Shift: Eight (8) consecutive hours, excluding up to thirty (30) minutes taken for the mid-shift meal, shall constitute a rotating shift. Rotating shifts shall overlap by that length of time designated for the mid-shift meal. Unless otherwise designated, the normal hours for rotating shifts shall be:

7:00 a.m.	to	3:30 p.m.
3:00 p.m.	to	11:30 p.m.
11:00 p.m.	to	7:30 a.m.

Standard hours for rotating shifts shall be designated and posted by Energy Northwest.

(1) Energy Northwest may establish a working lunch which may be discontinued at any time with thirty (30) days' notice to the Bargaining Unit.

(2) When a working lunch is in effect, these rules shall apply. For shift overlap and tie-in purposes, as part of a working lunch schedule, two-tenths (.2) of an hour per day of overtime compensation will be added to the post assignments at Columbia Generating Station. Columbia Generating Station post assignments do not include:

- Absence days of any kind; including PT, Military and/or Jury Duty;
- Offsite training assignments outside normal geographical area;

This payment shall be deemed to be the appropriate payment for any overlap period up to eighteen (18) minutes. The parties agree that day-to-day variations are considered de minimis. An NSO required by prior, proper authorization from Supervision to remain on duty in excess of eighteen (18) minutes after shift end time, will be paid for actual overtime, computed to the nearest one-tenth (.1) of an hour. (The 18 minutes will be paid at time and one half (1.5x) and any additional overtime at the appropriate overtime rate.)

(3) Any additional "one-tenth (.1) of an hour" shall be paid at the applicable overtime rate. This provision shall be deemed appropriate and total compensation for normal routine shift overlap.

(c) Special Shift: When work is of such a nature as to require NSOs to work outside the regular shift or rotating shift, a special shift shall be established with fifteen and one-half (15-1/2) hours minimum notice. Unless mutually agreed otherwise, such shifts shall not be established for periods of less than five (5) days. NSOs assigned to such shifts shall be paid at the regular straight time rate for the assigned

eight (8) hour shift exclusive of the meal period. (Alternating swing and day shifts (PQ Shifts) and alternating day, swing and graveyard shifts with the same days off (XYZ Shifts) are examples of special shifts.)

7.1.3 Other provisions of this Agreement notwithstanding, in manning shifts, Energy Northwest shall determine shift requirements and personnel placement.

7.1.4 Twelve Hour Shift Schedule: When a 12-hour shift schedule is in effect, it may be discontinued at any time with thirty (30) days' notice by either party. After a 12-hour shift has been discontinued, it may not be reestablished until the beginning of the payroll year after the date of discontinuance.

If a 12-hour shift is in effect, then the following will occur:

- The parties agree to one, recognized 30 minute working lunch per 12-hour shift and an opportunity for a snack. This agreement shall constitute a waiver of the Washington Administrative Code (WAC) meal requirements when a 12-hour shift schedule is in effect.
- Holidays shall be the actual holiday.
- Holiday conversion shall be available (see section 5.3.1(g)).
- Holiday pay will be eight (8) hours pay for each holiday.

Guidelines for the administration of the unique aspects of the 12-hour shift schedule will be issued by Energy Northwest management. From time to time, the guidelines may be modified and reissued. Modifications will be provided to the Union prior to implementation. The Union may provide comments which will be considered by Energy Northwest prior to implementation. Energy Northwest will consider modifications suggested by the Union. The guidelines will, as a minimum, cover the following:

- Overtime rates for 12-hour shift, including special consideration of the necessity to cover unscheduled absences with on-call personnel rather than utilizing holdover.
- A system which will assure adequate staffing without violating regulatory agency requirements.
- Guidelines regarding the pay and requirements for PT, unscheduled illness, holidays, military duty, and jury and witness duty.
- The work hours of "E" Squad and Power Squad and the requirements and/or opportunities to be assigned to "E" Squad, including duration of the assignment.
- Working lunch, break and overtime lunch guidelines.

7.2 OVERTIME

7.2.1 Overtime: Time worked in excess of eight (8) hours in the work day or in excess of forty (40) hours in the work week or assigned time worked outside the approved work schedule. All hours worked within the assigned shift shall be at the straight time rate.

Definitions:

- (a) Scheduled Overtime:** When NSOs are notified prior to leaving work or more than twenty-four (24) hours prior to a future overtime assignment, such time worked shall be known as "scheduled overtime." NSOs shall report for work at the designated time and place without additional compensation.
- (b) Holdover Overtime:** When NSOs are notified to remain for work assignment after regular shift, such time continuously worked on the day of notification shall be known as "holdover overtime."
- (c) Callout Overtime:** When an NSO is called to report for an overtime assignment with less than twenty-four (24) hours' notice, such overtime shall be "callout overtime."

(d) NSOs who are on site and are required to start prior to the beginning of the regular shift shall be paid for actual overtime worked at the applicable overtime rate and shall not be paid callout pay.

7.2.2 Overtime Rates:

(a) Overtime shall be paid at one and one-half times the straight time rate, except the following shall be paid at double the straight time rate:

1. Call out overtime.
2. Overtime worked after an NSO has worked continuously for 12 hours (except shift turnover after a regular shift shall still be paid at one and one-half times the straight time rate).
3. Overtime worked at the one and one-half or double time rates in excess of 10 hours of overtime in a work week (excluding shift over forty hours worked).
4. Overtime worked at the one and one-half or double time rates in excess of 200 hours of overtime in a payroll year (excluding shift over forty hours worked).
5. NOTE: The maximum number of overtime hours per work week worked at the time and one-half rate will be 10 hours. The maximum number of overtime hours per payroll year worked at the time and one-half rate will be 200 hours. Holiday worked hours (i.e., HWP hours) paid to an NSO as a premium for working a holiday will not count towards this maximum number. Working overtime on a holiday will not count towards the 10 hour rule in Section 7.2.2(a)(3) or the 200 hour rule in Section 7.2.2(a)(4).

7.2.3 Overtime Assignment:

(a) NSOs required to work overtime will be given as much advance notice as is practicable under the circumstances.

(b) NSOs may be relieved of duty because of limitations on excessive overtime hours worked.

(c) Unless otherwise directed, an NSO shall not report for work on a subsequent work day if such an NSO may only work four (4) or less hours because of the above limitations. Such an NSO shall either take Personal Time or not be paid for such absence at the NSO's option.

(d) Hours worked shall be assigned in accordance with established overtime guidelines.

(e) NSOs with Unplanned Unprotected Personal Time in the 28-day rotation/cycle will be ineligible for overtime assignments in the cycle which are only available as a result of the absence (e.g., free up eSoms hours). Based on supervisory discretion exceptions may be made in response to operational necessity or other legitimate business interest.

(f) Mandatory overtime scheduling shall bypass any employee on the first peg rotation who has worked or is scheduled for two overtime shifts in their shift cycle. Additional Mandatory overtime shall not be required as a result of vacation or other excused absences. If, after a full rotation of the Mandatory peg system, there remains a need for Mandatory overtime assignment, an officer with available eSoms hours may receive a Mandatory assignment for overtime to allow shift minimum manning requirements.

7.2.4 Minimum Reporting Pay:

(a) **Callout**: NSOs called out to report for overtime duty between their regular shift, shall be paid a minimum of three (3) hours at the straight-time rate. Overtime begins when the NSO reports to the assigned work station and ends upon release from duty or at the start of the regular shift. In addition, the NSO shall be paid the equivalent of one (1) hour at the straight-time rate for travel. This payment for travel shall be for travel both to and from the reporting site.

(b) **Scheduled**: NSOs who report for a scheduled overtime assignment on a scheduled day off shall be paid a minimum of four (4) hours pay at the straight time rate.

7.2.5 Cancellation of Overtime: NSOs who are directed to report for an overtime assignment, and who receive less than four (4) hours' notice of cancellation of that overtime assignment, shall be paid two (2) hours pay at the straight time rate; except when such overtime is a post shift extension.

7.2.6 Holdover Overtime: The pay for NSOs held over from their regular shift will stop when they are released from duty.

7.2.7 Counting Overtime Hours: Overtime hours, either daily or weekly, shall be counted only once in determining overtime premium.

7.2.8 Maximum Compensation: Under no combination of circumstances shall the total compensation for time worked paid to an NSO exceed the double time rate. When an NSO works on a regularly scheduled holiday, the NSO shall receive the eight (8) hour holiday allowance in addition to the double time rate as provided in Article 5, Section 5.3.1(c) and Article 7, Section 7.2.2.

7.3 OVERTIME MEAL PERIODS

7.3.1 Overtime meal periods shall be two (2) hours after completion of the normal shift and every six (6) hours thereafter. Hours and duration of the meal period can be varied by mutual agreement.

7.3.2 Overtime Meal Allowance:

(a) NSOs who work more than two (2) hours overtime before or more than two (2) hours after their assigned shift shall be entitled to an overtime meal allowance. They shall be entitled to an additional overtime meal allowance each six (6) hours thereafter while working overtime. The meal allowance shall be an amount equal to 40% of the Nuclear Security Officer top step pay rate.

(b) When the overtime work assignment extends into the overtime meal period, (as designated in 7.3.1 above) the NSO shall have the option of taking a duty free non-paid meal period and receiving an overtime meal allowance. Time taken to eat during overtime assignments shall not be considered time worked.

7.3.3 NSOs shall supply their own mid-shift meals on their regular shift and scheduled overtime. However, under no conditions shall an NSO be required to

- supply more than one (1) meal during a continuous work period; and if required to work,
- additional meals will be provided by Energy Northwest as described in 7.3.2 above.

7.3.4 During regular working hours where NSOs have a duty free lunch period and supply their own meal but are denied an opportunity to eat during a mid-shift "meal period," that is designated as part of the schedule, those NSOs shall receive up to one-half (1/2) hour (coinciding with the scheduled length of the meal period) of pay at the applicable overtime rate in addition to regular pay. The mid-shift meal period for the purpose of this section shall begin no earlier than two and one-half (2-1/2) hours after the start of the shift and shall end no later than five and one-half (5-1/2) hours after the beginning of the regular shift.

7.4 ASSIGNED WORK LOCATIONS

7.4.1 Established work locations shall be designated for each regular NSO by Energy Northwest. An NSO may be assigned to a temporary work location within a fifteen (15) mile radius of the permanent work location and may be required to report directly to the temporary work location.

7.4.2 NSOs being dispatched from one work location to another after reporting for work shall travel on Energy Northwest time, at Energy Northwest expense.

7.4.3 NSOs being dispatched to or from one work location to another during working hours will be paid the regular wage rate for time consumed in traveling.

7.4.4 NSOs may be temporarily assigned to a work location outside their normal work location geographic area. Energy Northwest shall provide travel, board and lodging. NSOs may be required to remain at the temporary work location or return to their homes on days off during such assignment at the option of Energy Northwest. Method of travel shall be determined by Energy Northwest.

7.5 SAFETY

7.5.1 Safety rules formally adopted by Energy Northwest or published by the Department of Labor and Industries of the State of Washington shall be considered as part of this Agreement.

7.5.2 Energy Northwest shall furnish required safety equipment and apparatus for the protection of NSOs.

7.5.3 Limits of radiation protection for NSOs working under this Agreement shall be those established in Title 10 Code of Federal Regulations, Parts 19 and 20. The standards for implementation of radiation protection are those established by Energy Northwest Health Physics Program.

7.5.4 Supervisors and those employees not covered by the provisions of this Agreement shall refrain from routine performance of established bargaining unit work. No bargaining unit NSO shall suffer layoff or demotion as a result of this provision.

7.5.5 Safety to Personnel: Bargaining unit or non-bargaining unit status notwithstanding, employees of Energy Northwest who come upon a hazard which in the opinion of the employees produces a threat to other employees, shall make such temporary corrections as are within their capabilities and notify the Shift Manager at the earliest opportunity.

7.5.6 Emergencies: Those situations which, in the opinion of an NSO, threaten Energy Northwest equipment or facilities shall be temporarily corrected by that NSO if practicable. In such cases, bargaining unit or non-bargaining unit status need not be considered.

7.6 PAY DAYS

7.6.1 Energy Northwest will pay employees every other Friday by direct deposit.

7.7 DISCIPLINE

7.7.1 Providing security for an operating nuclear power plant requires a high standard of work performance and behaviors. Energy Northwest encourages coaching/counseling and progressive discipline, when appropriate, as a means of changing behaviors and achieving this high standard of performance. That said, Energy Northwest reserves the right to use whatever form of discipline is determined by management to be appropriate, consistent with the just cause standard based on a case-by-case basis.

7.7.2 Discipline at Energy Northwest can include oral/verbal warnings, written warnings, final written warnings, decision making days off without pay/unpaid suspension (including restrictions on working overtime in proximity to the suspension), and termination.

7.7.3 Discipline is normally a permanent part of an NSO's personnel file. However, an NSO may request a written warning, final written warning or decision-making leave memorandum be removed from the personnel file after three (3) years from the date of the action. The request must be made in writing by the NSO, concurred with by the NSO's immediate supervision and department manager. If the request is approved, the removed documentation will be maintained in a separate performance history file in Human Resources. Approval will not be unreasonably withheld.

7.7.4 Discipline removed from the permanent personnel file pursuant to Section 7.7.3 may be considered by Energy Northwest when administering progressive discipline under this Agreement. The determination of whether such prior discipline is too old to be relevant will be made by an arbitrator under the just cause standard.

7.7.5 Energy Northwest will notify the Union when a disciplinary action is taken against an NSO. Informal coaching/counseling does not constitute discipline.

ARTICLE 8 QUALIFICATIONS AND CLASSIFICATIONS

8.1 EMPLOYEE QUALIFICATIONS

8.1.1 Energy Northwest shall determine the suitability and qualifications for initial employment of Security Force personnel, including evaluation of medical and psychological qualifications.

8.1.2 Nuclear Security Officers shall meet initially, and continue to meet throughout their employment, qualifications required by and/or set forth in Title 10, Code of Federal Regulations, Part 73 and the approved Energy Northwest Training and Qualification Plan. If, in the case of job affecting actions (i.e., job jeopardy) by Energy Northwest based on psychological factors, the Union provides relevant and credible information which challenges the Energy Northwest's conclusion, Energy Northwest will consider additional information provided by a mutually acceptable source prior to final actions.

8.1.3 An officer may be scheduled for training on his/her day off in cases of:

(a) Return to work (e.g., STD, LTD, Workers Compensation Time Loss);

(b) Loss of qualifications; or

(c) Force on Force training providing the following:

(1) Officer is compensated for no less than 12 hours of pay at the applicable overtime rate;

(2) Training is not scheduled during long-change, except as set forth in 5.1.4.k

(3) There is no mandatory holdover following training for duty assignments.

8.1.4 Weapons Course Re-qualifications

8.1.4.1 An NSO that fails to re-qualify on their first attempt at a weapons qualification course may take their second attempt on the same day, if they so choose and Security Training agrees. If the NSO does not take their second attempt on the same day as their first failure, the NSO will receive remedial training designed by Security Training staff prior to their second attempt. If the second attempt does not occur on the same day as the first failure, it will occur on the next date that Security Training staff is available to administer the applicable qualification course.

8.1.4.2 If an NSO fails to re-qualify on their second attempt, they will be required to participate in a remedial training program designed by the Security Training staff prior to their third attempt.

8.1.4.3 No more than three attempts will be assured. If an NSO fails to qualify after their third attempt, they will be given the choice between a fourth attempt under the conditions in Section 8.1.4.4 or retention of their grievance rights under this Agreement after termination of employment. Should a fourth attempt be chosen, the NSO will be required to participate in a remedial training program designed by the Security Training staff prior to their fourth attempt.

8.1.4.4 If an NSO chooses to take the fourth attempt to maintain qualifications, the attempt will be conditioned on the following:

(a) The NSO agrees to waive all challenges, if any, to their earlier (first three) failed attempts to qualify; AND

(b) The NSO agrees that failing the fourth attempt at qualifying will result in termination of employment as a Nuclear Security Officer.

8.1.4.5 Any NSO with over twenty years bargaining unit service that fails to pass their shooting qualification(s) on the third or fourth attempt, and who is to be terminated, will have the opportunity to

remain employed for an additional three (3) weeks post qualification failure. During this period the NSO will be provided transition assistance, which will include information about existing openings at Energy Northwest and assistance in contacting agencies such as Work Source, who can provide support to the NSO in finding alternative employment opportunities.

8.1.4.6 Per qualification failure, NSOs will be required to use Personal Time for time away from work, up to a maximum of 24 hours unless a holiday is involved, in which case the maximum Personal Time hours used will be 28 hours. Thereafter, associated time away from work will be with administrative pay unless other duties can be assigned.

8.2 CLASSIFICATION

8.2.1 Security Force Personnel:

(a) Nuclear Security Officer (NSO): An armed, uniformed individual whose primary duties are protection of special nuclear material against theft and protection of a nuclear plant against radiological sabotage.

NSOs and Communication Center Operators (CCOs) will continue to perform the work that they are currently performing, subject to bargaining.

8.3 TEMPORARY AND PROJECT NSOs

8.3.1 Temporary NSOs

(a) Temporary NSOs will be paid at the start rate as defined in Article 9. Energy Northwest will pay an additional \$.50 per hour over and above those wage rates appearing in Article 9 for NSOs who are hired temporarily for a specific time or job. The additional hourly wage shall be paid on the regular scheduled hours worked (i.e., it shall not be paid for any overtime hours) and shall be deemed to be in lieu of all paid leave or insurance payment by Energy Northwest. In the event a temporary employee is offered and accepts medical insurance benefits from Energy Northwest, this payment will be discontinued in its entirety and Energy Northwest will not be responsible for any additional amount related to paid leave, pension or any other type of insurance. Energy Northwest has no obligation to provide prior notice of termination or steady employment, i.e., 40-hour week.

(b) An NSO hired under the terms of this understanding shall be accorded overtime pay as outlined under the terms of this Agreement and shall be represented by the Union in all matters pertaining to wages, hours and working conditions. Regular NSOs shall have the first option to work all overtime for which they are qualified and available. However, continuity of the job will not be interrupted after the initial assignment has been made.

(c) Temporary NSOs hired under the terms of this provision shall not be covered under other provisions of this Agreement unless specifically identified and agreed to by the Parties.

(d) Temporary NSOs shall be released prior to the reduction in force (RIF) of regular NSOs.

(e) Assignments under this section shall be limited to six (6) continuous months.

(f) Temporary NSOs shall be paid at the double time rate for all hours worked on a holiday.

(g) Energy Northwest will not use temporary NSOs to fill regular NSO positions. Temporary NSOs may remain on the employment rolls to fill vacancies and to cover peak work periods, but may not exceed six (6) continuous months.

8.3.2 Project NSOs

(a) The wage rates and benefits for project NSOs will be the same as for regular NSOs *except* project NSOs will not be eligible for Reduction in Force (RIF) benefits/severance pay.

- (b) For seniority purposes only, project NSOs will be considered and treated as temporaries.
- (c) Project NSOs can be used to backfill for regular NSOs on military leave, Worker's Compensation, or medical leave for up to two years from date of hire as a project NSO. For all other purposes, project NSOs can be hired for up to one year from date of hire.
- (d) Project NSOs will be given first consideration for openings for regular positions, as long as the project NSO's job performance is satisfactory, as determined by Security management.
- (e) Project NSOs will not have required annual Personal Time usage.
- (f) All project NSO vacation will be applied for with a Request for Personal Time and will not be a part of the regular NSO annual vacation schedule.
- (g) A matrix board, consisting of Security management and at least one regular NSO who has volunteered and is the most senior of those who have volunteered, will be established approximately twelve (12) months after the project NSO's hire date. A notice will be provided to regular NSOs via squad briefing and e-mail approximately 30 days prior to management's selection of the matrix board that NSO volunteers are being accepted for the board and explaining how interested NSOs can volunteer.
- (h) The matrix board will evaluate the project NSO's performance through an interview, as well as observations and feedback from other NSOs and supervisors. After the process is complete, a hiring list will be established of the project NSOs in order of the composite score each achieved through the process. The list will be ranked with the highest scores first. A cut line will be established by Security management. Scores that fall below the cut line will not be considered for a regular positions. On a case-by-case basis, Security management reserves the right to determine, at its discretion, that this matrix process is unnecessary and to proceed without it. Any participation by an NSO in the matrix process is solely for the purpose of providing input to management. Management is the decision maker on all hiring and staffing decisions.
- (i) Moving a project NSO to regular status will only occur when an opening for a regular NSO exists. Project NSOs will not be moved to regular NSO positions until they have successfully completed the matrix process, unless Security management has determined that the matrix process is unnecessary.
- (j) Security management will be responsible for filling vacant regular NSO positions in a timely manner (generally within one month of the vacancy, providing project NSOs who meet the criteria of section (g) are available). This in no way diminishes management discretion in determining appropriate staffing levels and whether a position will be filled.

**ARTICLE 9
COMPENSATION**

9.1 WAGE RATES

Progression steps shall be effective at the beginning of the pay period in which the effective date would otherwise occur. Nuclear Security Officers will receive a 4.5% general wage increase effective November 3, 2020, a 4.5% increase effective November 3, 2021, a 5.5% increase effective October 29, 2022, and a 5.5% increase effective October 28, 2023.

	Per Hour (\$)			
Nuclear Security Officer:	2020	2021	2022	2023
Start	26.03	27.20	28.70	30.28
6 Months	27.92	29.18	30.79	32.48
12 Months	29.61	30.94	32.64	34.44
18 Months	32.48	33.94	35.81	37.78
24 Months	36.05	37.67	39.74	41.93

9.1.1 Progression steps are based on time in-grade only. Wage progression shall not accrue during leave of absence.

9.1.2 Shift differential will be paid on all non-overtime hours at the rate of seventy-five cents (\$.75) per hour for the entire shift when the majority of the shift falls between 1600 and 0600. It will be paid in addition to overtime when it is a shift addition (early in or holdover) that is directly connected to a regular shift normally compensated with shift differential. When paid on overtime, shift differential will be paid at the straight-time rate.

9.1.3 401k Plan. Energy Northwest will match the first 5% of an NSO's contribution to their 401k, at the rate of \$.50 per each \$1.00 of NSO contribution; the maximum Energy Northwest contribution is 2.5%.

9.1.4 Central Alarm Station (CAS) / Secondary Alarm Station (SAS) Qualification Stipend – Effective at the start of the next cycle after October 29, 2022, NSOs who maintain qualification and eligibility as CAS/SAS Operators will receive an annual lump sum qualification stipend equal to one percent (1%) of the annualized top step of the Nuclear Security Officer (i.e., 2184 x top step rate x .01). NSOs will receive an additional lump sum stipend equal to four tenths of a percent (.4%) of the annualized top step for every cycle they are qualified, eligible and available (i.e., not on a voluntary assignment to E-Squad or Power Squad). The maximum combined stipend payable is six and two-tenths percent (6.2%) of the annualized top step of the Nuclear Security Officer. The stipend shall be paid the first pay period after the end of the Bargaining Unit Agreement year. The one percent shall be prorated by pay period for the period(s) qualified, and on the eligibility list.

NSOs may be required to maintain their CAS/SAS qualification and/or to become CAS/SAS qualified, eligible, and available.

Energy Northwest will determine the number of CAS/SAS officers needed to be qualified and available and will select officers for training. Seniority will be one of the factors considered by Energy Northwest in making this determination. The senior qualified volunteer (based on criteria established by Energy Northwest) shall be assigned within each squad.

Daily assignment of qualified officers to CAS/SAS duties will be determined by management.

9.1.5 Shooting Qualification Stipend - Nuclear Security Officers who maintain shooting qualifications by passing firearms qualification courses on the first attempt will receive the following percentage(s) as an annual stipend:

Day Handgun	.20% of NSO top wage step
Night Handgun	.20% of NSO top wage step
Day Rifle	.20% of NSO top wage step
Night Rifle	.20% of NSO top wage step
Thermal	.20% of NSO top wage step
Tactical	.20% of NSO top wage step

Payment will be based on 2,080 hours annually and made the first pay period after the end of the Bargaining Unit Agreement year in a lump sum payment. Each course and its related stipend percentage will be independent of the others, such that failure to pass on a first attempt in one course does not affect stipend eligibility in another.

NOTE: With the exception of the tactical qualifications course, the percentage necessary to pass a shooting qualification course is 80 percent. The 2012 Day/Night Fire Qualification course will remain unchanged unless changes are required by law or regulation.

9.1.6 Response Team Lead (RTL) Stipend.

NSOs designated as RTLs will be paid a 4 percent stipend for the hours when RTL duties are assigned and performed, to include all hours involved with maintaining RTL certification (i.e., Table Top drills, Force-on-Force drills, Limited Scope drills). The stipend will be paid as a 4 percent uprate to the NSO's existing hourly wage rate for the applicable hours.

9.1.7 On the Job Trainer (OJT) Stipend

An NSO who maintains qualification, eligibility and availability as an on-the-job (OJT) trainer and commits to fulfill this responsibility for a minimum of two years, will receive an annual lump sum qualification stipend as detailed below. An NSO is eligible to receive only one OJT stipend annually, even if qualified, eligible and available in all categories (a), (b) and (c).

The stipend shall be paid the first pay period after the end of the Bargaining Unit Agreement year. It shall be prorated by pay period for the period(s) qualified, available and on the eligibility list, if NSO is unable to fulfill a portion of the two-year commitment period through no fault of his/her own (e.g., disability leave) or the commitment is shortened by mutual agreement.

NOTE: If an NSO is a CAS/SAS or SCC OJT trainer, he/she will not be reassigned as a New Hire OJT trainer if training a new CAS/SAS or SCC operator. If NSO is not training a new CAS/SAS or SCC operator, then he/she will be included in the selection process for new hire OJT trainers. Further, an NSO may volunteer to be assigned to more than one OJT trainer position based on mutual agreement.

(a) New Hire: Annual lump sum qualification stipend equal to one percent (1%) of the annualized top step of the Nuclear Security Officer (i.e. $2184 \times \text{top step rate} \times .01$). Security management retains the right to determine the number of New Hire OJT trainers, up to a maximum of five (5) per squad.

(b) CAS/SAS: Annual lump sum qualification stipend equal to one percent (1%) of the annualized top step of the Nuclear Security Officer (i.e., $2184 \times \text{top step rate} \times .01$). Security management retains the right to determine the number of CAS/SAS OJT trainers, up to a maximum of two (2) per squad.

(c) SCC: Annual lump sum qualification stipend equal to one percent (1%) of the annualized top step of the Nuclear Security Officer (i.e., $2184 \times \text{top step rate} \times .01$). Security management retains the right to determine the number of SCC OJT trainers, up to a maximum of two (2) per squad.

NSOs may be required to maintain their OJT trainer qualification and/or to become OJT trainer qualified, eligible and available.

NOTE: Upon their two year certification expiration, volunteers will be accepted to fill the OJT position. If there are no NSO volunteers, then mandatory assignment will be applied starting with the least senior qualified NSO, progressing to most senior qualified NSO. Voluntary selection will be by seniority, with the most senior qualified NSO being selected first and then progressing down the seniority list.

9.2 Employee At Risk Compensation Program

Unit employees will participate in Energy Northwest's At Risk Compensation Program on the same terms and conditions as non-bargaining unit employees, except the 100 percent (100%) potential payout level will be \$1,000 per year. Vice President has final authority on eligibility, performance criteria and determination of whether goals are met. The Program will function as set forth in the Plan Document, as may be revised by management on an annual basis. Energy Northwest retains the right to unilaterally discontinue the Employee At Risk Compensation program. The incentive money for the duration of this Agreement will be budgeted and guaranteed to be paid if goals are met.

CONCLUSION

IN WITNESS WHEREOF, the parties hereto have set their hands.

Approved this day of.

ENERGY NORTHWEST:

Grover Hettel, Vice President Nuclear Generation

Andy Black, Operations Support General Manager

Sean Clizbe, Security Operations Manager

Tyson Best, Security Operations Supervisor

Julie Marboe, Labor Relations

UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION, on Behalf of LOCAL 12-369:

Tom Conway, International President

John E. Shinn, International Secretary/Treasurer

David McCall, International Vice President (Administration)

Kevin Mapp, International Vice President (Human Affairs)

Gaylan Prescott, Director, District 12

Ron Rodgers, Sub-District Director

Mark Rhodes, Staff Representative

Bill Collins, President, USW Local 12-369

Luke Mills, USW 12-369 Unit Chairperson

Todd Roberts, Negotiating Committee

Eric Jones, Negotiating Committee

Mick Para, Negotiating Committee

(Signatures on file)

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(Signatures on file)

**ENERGY NORTHWEST
COLUMBIA GENERATING STATION
SECURITY FORCE
12-HOUR SHIFT ADMINISTRATIVE GUIDELINES
REVISION 5
October 2022**

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Revision 5
2022 COLUMBIA GENERATING STATION
SECURITY FORCE
12-HOUR SHIFT ADMINISTRATIVE GUIDELINES
PART-I - GENERAL PROVISIONS

“Guidelines for the administration of the unique aspects of the 12-hour shift schedule will be issued by Energy Northwest management. From time to time, the guidelines may be modified and reissued. Modifications will be provided to the Union prior to implementation. The Union may provide comments, which will be considered by Energy Northwest prior to implementation. Energy Northwest will consider modifications suggested by the Union.”

(Reference Collective Bargaining Agreement Section 7.1.4)

The Security Force 12-Hour Shift Guidelines are applicable to the Columbia Generating Station Security Force only.

Shift Hours: Shift hours for the 12-hour shift schedule will normally be:

Days: 0600 - 1800

Nights: 1800 - 0600

Alternate Work Week: The work week for personnel assigned to the 12-hour shift will begin on Friday at 1800. For personnel on the 12-hour shift, the workday shall begin at the beginning of day shift, 0600.

Pay Period: The pay period for the 12-hour shift NSOs shall begin on Friday at 1800.

Pay Days: Pay days for 12-hour shift personnel shall be the same as other Energy Northwest employees. “Energy Northwest will pay employees every other Friday by direct deposit.” (Reference Collective Bargaining Agreement Section 7.6.1)

Pay For Shift Over 40 Hours in the Work Week: Pay for hours worked in excess of 40 hours in a work week, which are within the normal schedule, shall be paid at one and one-half times (1.5x) the normal pay rate. Paid absence hours, premium pay hours, etc., shall be deducted prior to determining the number of hours to be paid at 1.5x. For example, if an NSO has a paid absence of any type for 12 hours in the scheduled 48 hour work week, the other 36 hours worked shall be paid at the straight time rate.

Time Change: Officers scheduled to work on the night shift that experience a time change (PST to PDT or PDT to PST) will be paid for hours actually worked. Shift hours will remain as scheduled, normally:

Days: 0600 - 1800

Nights: 1800 - 0600

Shift Change Procedure: Security shift change overlap relief periods are established to provide required regulatory security protection of nuclear assets on a continuous basis. “When a working lunch is in effect, these rules shall apply; For shift overlap and tie-in purposes, as part of a working lunch schedule, two-tenths (.2) of an hour per day of overtime compensation will be added to the post assignments at Columbia Generating Station.” (Reference Collective Bargaining Agreement section 7.1.2(b)(2)). For a listing of posts which are not included as Columbia Generating Station post assignments, refer to the Collective Bargaining Agreement section 7.1.2(b)(2)).

“This payment shall be deemed to be the appropriate payment for any overlap period up to eighteen (18) minutes. The parties agree that day-to-day variations are considered de minimis. An NSO required by prior, proper authorization from supervision to remain on duty in excess of eighteen (18) minutes after shift end time will be paid for actual overtime, computed to the nearest one-tenth (.1) of an hour. (The 18 minutes will be paid at time and one-half (1.5x) and any additional overtime at the appropriate overtime rate.) Any additional “one-tenth (.1) of an hour” shall be paid at the applicable overtime rate. This

provision shall be deemed appropriate and total compensation for normal routine shift overlap.” (Reference Collective Bargaining Agreement Section 7.1.2(b)(2)and(3)). Examples are:

The following example applies to all bargaining unit employees-

- Officer works shift overlap equal to .2
.2 @ 1.5x

The following examples apply only to 12-hour shift employees-

- Officer work shift overlap equal to .7
.3 @ 1.5x
.4 @ 2.0x
- Officer works holdover overtime or overtime equal to 2.0 hours @ 2.0x
- Officer works seven hours and one minute regular hours and takes PTB at the end of shift.
7.1 @ 1.0x
4.9 PTB
- Officer takes PTB at the start of shift (seven hours and one minute) and works through the end of shift.
7.1 PTB
4.9 @ 1.0x
.2 @ 1.5x

Shift turnover is only recorded for a period of one hour past the normal time for the assigned shift to end. Once the time exceeds one hour (example:1.1), then all of the time is recorded at the 2x rate for time worked.

Example: An “E” squader works 4.1 hours past his normal shift. All time is recorded at the appropriate overtime rate.

All time will be recorded in the order it occurs with the total to be 12 hours, not including .2.

Example: An officer is five minutes late. Record time at .1 PTB and 11.9 as hours worked.

Example: An officer works all shift and leaves five minutes early. Time recorded as 12.0 hours worked with no .2 OT.

NOTE: Travel time to and from the weapons issue point and site access point is not considered time worked. The firearms issue facility will be opened at least five minutes prior to any shift change, normally 0555 hours and 1755 hours. Firearms will be issued until briefing begins exactly on the hour, normally at 0600 hours and 1800 hours. Firearms not issued prior to briefing will be issued immediately following briefing.

Personal Time and Other Absences: Personal time and jury/military duty absence shall be charged hour for hour, for absences during regularly scheduled hours. Pay for these hours shall be at the straight time rate (1x) for scheduled hours falling within normally assigned 12-hour rotating shift schedule. For

example, an NSO who is absent 48 hours during the 48 hour work week will receive 48 hours pay, or 48 hours of jury/military pay, or will take 48 hours of PTB.

Officers selected for extended jury duty will be placed on an eight hour, Monday-through-Friday shift. (This does not necessarily mean they will be assigned to E squad). Officers placed on disability may be assigned to an eight hour, Monday-through-Friday shift as soon as it is determined they will be in a disability status.

Holiday Observation: The holiday for 12-hour shift personnel shall be from 0600 the day of the holiday until 0600 the day following the holiday. Section 5.3.2 of the Collective Bargaining Agreement does not apply during the 12-hour shift period. No other day shall be considered a holiday.

Holiday Worked: NSOs who work on a holiday shall be paid at the double time rate in addition to regular holiday pay.

NOTE: If a holiday is taken off on a day when the NSO is scheduled to work 12 hours, the NSO will receive:

- hours holiday and 4 hours PT, **OR**
- hours holiday and 4 hours worked, if work is available **AND** NSO works 4 hours of his/her scheduled shift.

Holiday Conversion: Reference Section 5.3.1(f)(2) of the Collective Bargaining Agreement, holiday conversion shall be available. All personnel must work at least eight hours to get the holiday PTB conversion. NSOs who work on a holiday, and because of such work are eligible to receive holiday election, either 8-hours pay at the straight time rate, or 8 hours of credit added to the Personal Time Bank. NSOs must, prior to the time TDRs are submitted to Payroll, notify their supervisor to receive the eight hour straight time rate. Otherwise, they will automatically receive the eight hours PTB.

Holiday Pay: Holiday pay will be eight hours for all observed holidays or floating holidays.

Maximum Work Hour Requirements: (Reference Collective Bargaining Agreement Section 7.2.3(b) and (c)) "NSOs may be relieved of duty because of limitations on excessive overtime hours worked. Unless otherwise directed, an NSO shall not report for work on a subsequent work day if such an NSO may only work four (4) or less hours because of the above limitations. Such an NSO shall either take Personal Time or not be paid for such absence at the employee's option". NSOs will be paid only for hours worked. NSOs are required to advise their supervisor prior to exceeding NRC maximum work requirements.

Overtime Availability: Overtime for personnel working the 12-hour shift on "E" squad will be assigned on the basis of the peg system. The peg system is a system of assigning overtime based on each individual's position within a list of squad member names in relation to a moving marker (peg). It is designed to distribute overtime based on an unbiased system to offer overtime to Security personnel. It is realized that total number of hours, type of overtime, etc. may not be equal for all squad members.

When an officer is scheduled for overtime, and due to circumstances, e.g., posting manning is not needed, so the overtime scheduled is not needed, then the officer(s) can be sent home. Security officers do not have to be paid 2 hours prior to release. However, minimum time recorded even when sent home early will be 2 hours at the 2x rate. Officers released from duty after working at least 2 hours will be paid for actual overtime at the 2x rate.

Unless otherwise noted in the guideline, off-duty squad(s) will be identified and shall be responsible for providing overtime personnel for the 12-hour shift identified. One squad shall be identified as the primary squad and the other squad as the secondary squad.

Unless otherwise noted in this guideline, overtime assignments on “E” squads normally scheduled workdays, between the hours of 0200 and 1000 which are expected to last four (4) hours or less shall be offered first to “E” squad officers as follows:

0200 - 0600	Early “E” squad
0600 - 1000	Late “E” squad

(Mid “E” squad shall be considered as the secondary squad during the hours of 0400 - 0800.)

Unless otherwise noted in this guideline, holdover overtime assignments on “E” squads normally scheduled workdays, between the hours of 1400 and 2200 which are expected to last four (4) hours or less shall be offered first to “E” squad officers as follows:

1400 - 1800	Early “E” squad
1800 - 2200	Late “E” squad

(Mid “E” squad shall be considered as the secondary squad during the hours of 1600 - 2000.)

When assigning overtime assignments which are expected to last four (4) hours or less, holdover overtime, if available, shall normally be used prior to calling off duty officers.

NOTE: Officers on holdover overtime assignments may be released at any time during the holdover period.

Overtime will be selected from the primary squad’s volunteer list first. After all voluntary overtime personnel from the primary squad have been exhausted, the following sequences will be followed:

- Secondary squad volunteer
- E squad, special shift volunteer, regular volunteer
- Power Squad regular volunteer
- Primary squad project volunteer
- Secondary squad project volunteer
- E squad, special shift, project volunteer
- Power Squad project volunteer
- Primary squad temporary volunteer
- Secondary squad temporary volunteer
- E squad, special shift, temporary volunteer
- Power Squad temporary volunteer
- Primary squad temporary mandatory
- Secondary squad temporary mandatory
- Primary squad project mandatory
- Secondary squad project mandatory
- E squad, special shift temporary/ project mandatory
- Power Squad project mandatory
- Primary squad regular mandatory
- Secondary squad regular mandatory

- E squad, special shift regular mandatory

- Power Squad regular mandatory

NOTE: Officers on their day off, who have been scheduled or called in for day shift will have priority for the overtime at 1400, 1600 and 1800 hours. "E" squad will have secondary responsibility. If there are no volunteers from either group, then the officers scheduled or called in will have the mandatory overtime.

NOTE: E squad, special shift personnel could volunteer to work overtime provided it would not conflict with their normal overtime commitment (i.e., personnel could volunteer to work one of their two days off).

NOTE: An officer on mandatory call-out overtime may attempt to find a volunteer replacement. However, Energy Northwest will only honor the original one-hour call-out pay. The volunteer cannot be an officer who had already agreed to report for overtime duty.

Definition of the Peg System: The intent of the peg system is to allow officers that ride together to work together. Supervisors may arrange the names on this list to accommodate this purpose. New officers will be placed at the bottom of the list unless they are joining a car pool.

Red Peg: This is for mandatory overtime. It moves from top to bottom. This peg only moves when mandatory overtime is assigned.

Green Peg: This peg is for volunteer overtime. It moves from the top of the list to the bottom. When it reaches the bottom of the list, it will be placed back on the top name of the volunteers. The officer's name that it is next to is up for the next available volunteer overtime. Starting with the green peg, volunteers will be assigned overtime in the order their names appear on the list. The peg will then stop at the officer below the last officer offered overtime. Any blue pegs should be considered first. Prior to leaving site for days off, officers should ensure their name is on the volunteer list for the days they will be available for overtime.

Blue Peg: If an error in administering overtime selection occurs or scheduled overtime is cancelled with more than 5 hours but less than 7 calendar days' notice, the person adversely affected shall have a blue peg placed adjacent to their name. The next available overtime will be offered to the affected person. After the overtime has been offered, the blue peg will be removed and the normal peg selection shall occur. The blue peg will not move with the person whenever they move from the 12-hour shift to an E squad assignment and back. The blue peg is removed when the person either accepts an offer to work overtime, or has turned down an offer to work overtime. The blue peg will stay on the 12-hour-shift until they return to squad. Reasonable attempts will be made to rectify mistakes made while on E squad. If there are not enough volunteers for overtime, the red peg mandatory system is used. If two or more NSOs have Blue pegs, overtime will be offered by seniority.

NOTE: If a situation occurs where the green peg would have rotated to a person with a blue peg, the blue peg should not be removed. Instead use the green peg. In the same situation, overtime is declined on the green peg, not the blue peg.

White Peg: A need may arise where an officer is assigned overtime due to an operational need for personnel who possess specific qualifications (i.e., CAS/SAS, EOFCC, RTL, etc.). When this occurs, a white peg will be placed next to the officer's name in the appropriate column (either volunteer or mandatory). During normal peg rotation, white pegs will be skipped. The white peg will be removed after they have been passed over one time.

Those officers who are absent (sick, vacation, etc.) and those who are excused by the supervisor (emergencies, tired, etc.) will be skipped over. This overtime will not be made up.

Finding Replacement: If overtime was assigned on a mandatory basis, then it is the responsibility of the officer assigned to find his/her own replacement. If overtime was assigned on a voluntary basis, then the peg system must be used to find a replacement. Once overtime has been assigned using the peg

system, overtime will not be reissued based on changed availability of Project or Regular NSOs. Example: if an officer is assigned mandatory overtime and that assignment is fulfilled by another officer, the initial overtime assignment will not be reissued based on changed availability.

Temporary/Project NSOs: Temporary/Project NSOs will be placed at the bottom of the overtime listing. Temporary/Project NSOs may volunteer for overtime, but only after all regular NSOs on duty have had an opportunity to apply for it. Temporary/Project NSOs, if qualified, will be first to be assigned mandatory overtime (Reference Collective Bargaining Agreement Section 8.3.1(b)).

Overtime Meals 12-Hour Shift: Officers working scheduled overtime are responsible for providing their own meal. The lunch and break periods will be the same as those provided to the on-duty shift.

Officers working call-out overtime shall be entitled to an overtime meal allowance after the first two hours of work. However, they will normally not have a meal break until four hours of work. They shall be entitled to an additional meal allowance each six hours thereafter while working overtime. (Reference Collective Bargaining Agreement Section 7.3.2(a))

Eat-on-the-Run: The 12-hour shift schedule is based on an eat-on-the-run concept. Officers are responsible for bringing food which can be eaten on post or in areas other than established lunch rooms. Officers may be required to remain at their posts during lunch due to operational necessity. However, officers will be given the opportunity to eat sometime during the normal work shift. When possible, officers will be relieved and given the opportunity to eat. Regular scheduled shift hours, scheduled overtime hours, call out overtime hours, and special shift hours will be based on the eat-on-the-run concept.

The parties agree to one recognized 30 minute working lunch per 12-hour shift and an opportunity for a snack. This agreement shall constitute a waiver of the Washington Administrative Code (WAC) meal requirement when a 12-hour shift schedule is in effect.

Break Periods: Where the nature of the work is such that a formal break is required, NSOs shall be allowed as rest period of not less than ten (10) minutes for each four hours of working time.

Rest periods shall be scheduled as near as possible to the midpoint of the work period. NSOs will not normally be required to work more than three hours without a rest period. Where the nature of the work allows NSOs to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods are not required. Personnel working at the Protected Area Access Point (PAAP) may relieve one another for breaks.

Compensatory measure officers assigned posts inside the power block may be relieved by officers assigned by the supervisor. Supervisors may designate break areas. Officers may be required to take their breaks near their assigned posts, i.e., officers need not be relieved to return to the Security Building or leave the general area of the power block for breaks. Rest periods shall be taken in a convenient area near the officer's post assignment.

Break periods for the 12-hour shift will initially be established to provide for a ten minute break after the first two hours, a lunch break at approximately mid shift, and two other ten minute breaks prior to the end of the 12-hour shift. The break periods may be realigned as necessary.

Vacation Guidelines: Reference the Collective Bargaining Agreement. However, required scheduled training will normally take precedence, except for approved annual vacation. Whenever this occurs, as much advance notice as possible will be given in writing. However, in all instances, the officer requesting will be advised prior to leaving work on the last duty shift before requested vacation date.

All regular scheduled days, i.e., long-change, etc., in conjunction with an employee's approved vacation and floating holidays will normally be considered part of that employee's scheduled vacation. This applies to mandatory overtime, E squad assignments. It does not apply to:

Approved vacation for less than an employee's normally workday, i.e., less than 12 hours for a 12-hour shift, and less than 8 hours for E squad;

Volunteer overtime, E squad assignments.

NOTE: Vacation request slips turned in to squad supervision after assignment of mandatory overtime may be approved provided manning and contractual vacation requirements allow; however, the mandatory overtime assignment will remain in effect as assigned.

Medical Appointments: Officers are encouraged to schedule medical appointments during non-working hours. The granting of PTB for medical appointments will be reviewed and authorized on a case-by-case basis. The granting of PTB for medical appointments does not negate a review of current attendance.

Notification for Unscheduled Personal Time: Reference Collective Bargaining Agreement Section 5.2.3. "Notification of the necessity for personal time off for illness shall be given as soon as possible, but no later than one hour prior to the beginning of shift". This is necessary in order for the Energy Northwest Security Force to meet NRC and Physical Security Plan (PSP) requirements where a replacement officer is needed for an officer who is calling in.

PART II "E" SQUAD

E Squad Assignments: The number of officers assigned to E squad and the division of personnel assigned to early, mid and late days will be determined by the Security Force Supervisor based on qualifications, training schedules, special projects, operational needs, minimum manning levels, and outage support requirements.

Personnel assigned to E squad will supplement the Monday through Friday day shift and training efforts. The normal work schedule will be four ten hour days Monday through Thursday (i.e. 4/10s). With 14 days advance notice, the work schedule can be changed to either five eight hour days Monday through Friday (i.e., 5/8s) or eight nine hour days Monday through Thursday and one eight hour day every other Friday (i.e., 8/9s plus an 8) for prospective E squad assignments. Once assigned to E squad, however, NSO will be given 30 days advance notice before any schedule change related to his/her E squad assignment. E squad hours and number of assigned NSOs will be established based on operational needs. NSOs will not normally be assigned to E squad during periods when they have annual vacation approved, but may be assigned with the concurrence of the squad supervisor on duty during the projected vacation time. This approval shall be granted before going to E squad. The work week for an 8/9s plus an 8 schedule will begin mid-shift on the working Friday.

In selecting E squad officers, the following rule shall apply: by 1800 hours on the Monday day shift, all volunteers will be submitted to the supervisor. Letters will be written on the first two night shifts. This will give officers adequate time to make plans and will give supervisors adequate time to make schedules, etc. The only exception to this will be if all three parties agree to change, (supervisor, assigned E squad officer and volunteering officer). The volunteering officer will be volunteering to take the assigned E squad officer's position as assigned.

E squad will be 28 day rotation. Volunteers will normally be considered first. When more than the required amount of officers volunteer, the officers will be selected by the date they were last selected to E squad. The supervisors will normally go back to a maximum of 90 days to see who was selected last from ending date of current E squad assignment. If a decision cannot be made after going back 90 days, the seniority will prevail, or if a tie exists within the 90 days, seniority will prevail. The least senior NSO will not normally be required to work a second mandatory E squad rotation until all squad members have been assigned mandatory E squad.

If no regular NSO volunteers for E squad duties and Temporary and/or Project NSOs are available, the Temporary and/or Project NSO will be assigned to the mandatory E squad assignment until a regular NSO volunteers.

Temporary and Project NSOs will be treated the same for mandatory E squad assignments. If there is more than one Temporary/Project Officer per squad, mandatory assignments will be rotational between them, based on hire date, or employee identification number if two or more Temporary/Project Officers have the same hire date (the lowest numerical number being most senior). A combined seniority roster will be maintained for Temporary and Project officers separate from regular NSOs.

The normal hours of works assignment of E squad NSOs may be: one officer from each squad, a total of four, will be assigned to early days with the hours from 0500 to 1500 hours Monday through Thursday.

NOTE: Mandatory appointment to E squad will not be considered as a voluntary selection to E squad.

E squad work start times/schedules may be changed by Security management based on an individual's weapons training schedule or operational necessities. For purposes of an individual's training schedule, a minimum of 14 days advance notice will be given, except to support Force-on-Force (FOF) Drill when FOF schedule has been published. Reasonable efforts will be made to schedule E squad officers for day and night fire shooting qualifications on a day that has the least impact to his/her work schedule.

Officers assigned to limited duty for medical reasons will meet with their supervisor concerning being placed on E squad or maintaining assignment on original squad. It is Security management's intent to keep limited-duty personnel working with their normal squad. Final decision will be on a case-by-case basis by Security management.

Officers may be denied voluntary assignment to E squad based on their past attendance record and/or performance record and/or Plan for Improvement; furthermore, officers assigned to E squad may be sent back to their normal squad based on a review of current attendance/performance. The final decision will be made by Security management on a case-by-case basis.

Officers are encouraged to schedule medical appointments during non-working hours. The granting of PTB for medical appointments will be reviewed and authorized on a case-by-case basis. The granting of PTB for medical appointments does not negate a review of current attendance.

Officers assigned to mandatory CAS/SAS training will not normally be assigned to E squad while training is taking place. The final decision will be made by Security management on a case-by-case basis.

Volunteering for E squad does not negate an officer's responsibility for mandatory E squad at a later date. Likewise, mandatory E squad does not mean an officer cannot volunteer for next month.

Holidays That Fall on E Squad Normal Work Days / Overtime:

Volunteer selection will be made by seniority. This will include both early and late "E" Squad personnel.

The names of personnel on both early and late "E" Squad will be placed on a list according to seniority. The selection process will begin with most senior. If enough personnel do not volunteer, mandatory selections will have to be made. Mandatory selections will begin with the least senior individual on the list and proceed up.

E squad will normally be scheduled off on holidays that fall during normal work days. However, if overtime is required for a holiday that falls on E squad's normal scheduled work days, they will be first for volunteer overtime and first for mandatory overtime regardless of length of shift.

E Squad: E squad will have a separate peg rotation system. The administrative sergeant/designee will move the names of personnel from their 12-hour squad to the appropriate E squad per system on the first day they are scheduled for E squad. When personnel go from the 12-hour shift to E squad, their names will be in their squad's designation by seniority. When officers rotate back to the 12-hour shift, their names will go back into the original slots they were in prior to E squad assignment. During this rotation, if

the red peg is aligned next to the slot the officer's name is returning to, the officer will have the overtime. The peg does not move to another squad because of the rotation from squad to early, mid and late days, and vice versa.

Overtime Meal Periods E Squad: Reference Collective Bargaining Agreement Section 7.3.2. "NSOs who work more than two hours overtime before, or more than two hours overtime after their assigned shift, shall be entitled to an overtime meal allowance. They shall be entitled to an additional overtime meal allowance each six hours thereafter while working overtime. The meal allowance shall be an amount equal to 40% of the nuclear security officer top step pay rate."

Meal periods will be in compliance with the "Eat-on-the-run" section of this guideline.

Supervisors and NSOs share in the responsibility to ensure breaks/lunches are taken when necessary.

HARDSHIP ASSIGNMENTS

The Company may assist an NSO during a personal hardship by placing them on a special shift to temporarily accommodate their needs. This shift will be classified as a Hardship Assignment, e.g., extended medical problem, and will be considered separate from any coinciding shifts e.g., E squad, even though the officer may be assigned to E squad.

HARDSHIP OVERTIME

Personnel on a Hardship Assignment may be allowed to volunteer to work overtime, but only after regular daily shift officers that have volunteered are exhausted. Personnel on a Hardship Assignment may also be required to mandatory overtime, but only as a last resort.

PART IIITERMINATION CLAUSE

The 12-hour shift and/or any E squad shift "may be discontinued at any time with 30 days' notice by either party" in accordance with the Security Bargaining Unit Agreement due to safety, cost/economical reasons, security operational requirements, or business needs. The availability of personnel to fulfill operational overtime needs is considered an operational commitment.

CAS/SAS/SCC Guideline

2022

CAS/SAS/SCC Operators

Mandatory CAS/SAS selections shall be made by the squad seniority roster, starting with the least senior first. Individuals that transfer from another squad will be placed on the squad roster according to their seniority status. If their name appears below the last person mandatory then management will go back and pick them up.

A qualified CAS/SAS/SCC operator is one who has successfully passed the initial/yearly examination and maintains the CAS/SAS/SCC qualification until the approved resignation date.

NSOs will be picked up after one (1) year of service as a regular NSO (excludes project and temporary status) if mandatory selection is required.

Mandatory selection to CAS/SAS/SCC will be for a one (1) year term, which will start on the qualification date. Volunteer selection to CAS/SAS/SCC will be for a two (2) year term, which will start on the qualification date.

For the first twelve (12) months of an NSO's assignment to CAS/SAS or SCC after certification, the Officer will not be mandatorily assigned into the other position (i.e. CAS/SAS or SCC); this does not include or apply to NSO OJT Trainer responsibilities. After the first twelve (12) months the Officer's position in the seniority selection process will be reinstated and the individual will be mandatorily assigned if manning for the other position requires it.

When mandatory selection reaches an individual who has been out of the CAS/SAS or SCC for less than two (2) years, they will be passed over and the selection process will continue on up the seniority roster. Once an individual has been passed over and the selection process will continue on up the seniority roster. Once an individual has been passed over, due to the two (2) year out limit, management will go back and pick them up.

An individual may be passed over for mandatory CAS/SAS/SCC due to a medical reason, provided it is in writing by his/her physician, and is determined by the Energy Northwest physician. Once the problem is corrected, (if correctable) the individual will go into CAS/SAS/SCC and serve their mandatory (1) year.

An individual requesting out of CAS/SAS/SCC must put it in writing and submit it to their supervisor. The request may be submitted at any time in accordance with this guideline, but must be at least ninety (90) days prior to their approved resignation date. The supervisor will provide the replacement officer with the necessary time for training and qualification. When written notice is provided by the CAS/SAS/SCC Operator, Security management will identify a replacement within seven (7) working days. Once the replacement has completed certification in CAS/SAS/SCC, the Officer who gave the written notice will be released from his/her CAS/SAS/SCC obligation.

The number of qualified CAS/SAS/SCC operators will be determined by Security management based on operational needs.

The CAS/SAS/SCC training and test failures will be handled in accordance with existing Security Training Instructions.

Annotation #1 Security Collective Bargaining Agreement - It (CAS stipend) shall be prorated by pay period for the period(s) qualified.

CAS/SAS Trainer

In order to be a CAS/SAS Trainer, the CAS/SAS Operator must have at least two years' experience during his/her current tenure in the CAS/SAS Program.

Subject to the two year minimum requirement, volunteers will be sought to do the training. If there are too many volunteers, the most senior volunteer will be chosen. If there are too few or no volunteers, the least senior will be assigned. This assignment will be rotational starting with the least senior.

There is no requirement for CAS/SAS Operators requesting out of the CAS/SAS Program to train their own replacement.

As CAS/SAS Officers attain two years' service as a CAS/SAS Operator, they will move into the mandatory CAS/SAS Trainer rotation.

Power Squad Guideline

2022

The number of NSO's assigned to Power Squad will be one (1) to three (3) from each squad, with four squads, for a total Power Squad assignment of four (4) to twelve (12) NSOs, unless there is a mutually agreed change between USW and Energy Northwest management.

Implementation of the Power Squad occurred on or about the end of the R-19 refueling outage at Columbia Generating Station. The Power Squad is used to supplement the on duty squad's man power to facilitate, meet and maintain training qualifications and requirements. NSO's assigned to Power Squad must also participate in training to maintain their qualifications if required.

NSOs assigned to Power Squad will work four (4) ten hour shifts per week. To provide coverage for training throughout the week, the ten hour shifts will consist of all officers working Monday through Thursday. Manning levels will be determined based on operational necessity. The hours will be from 0600-1600 normally. However, each January Security Management will post a schedule for the current year that shows all training dates, to include weapons qualifications and inhouse force on force drills. During these identified times, the Power Squad will be required to work a ten (10) hour swing shift.

The hours for the ten (10) hour swing shift will be 1800-0400 and notice of the schedule change will be given 14 days in advance, with the exception of support for NRC Graded Exercises and to support required Force-on-Force (FOF) Drill when FOF schedule has been published. Due to the fact that management receives only eight (8) weeks' notice for NRC Graded Exercises, members of the Power Squad may be required to adjust their shift hours to support preparation for the Exercise with more limited notice. In this situation, Power Squad members will be notified of a schedule change within three (3) business days after Energy Northwest has received notification of the Graded Exercise.

Power Squad members will be required to work either the four (4) ten hour day shift or swing shift as required. With 14 days advance notice, the shift rotation can be 1-5 days based on management discretion. In the event management causes a shift rotation of less than 4 days which prevents an officer from working some or all of his/her scheduled hours, the officer will be compensated at straight time for any hours he/she is prevented from working due to the NRC Fatigue Rule. For any remaining hours, the officer will be given the choice to either work the hours or take them as Personal Time. In the event such a shift rotation is caused through no fault of management, the officer will be compensated only for hours of actual work.

If at any time the training support from those assigned to the Power Squad does not require all to be assigned to the 1800-0400 shift, then the assignment will be by volunteers first, progressing from the NSO volunteer with the most seniority to the one with the least. Mandatory assignment will be by seniority, progressing from the NSO with the least seniority to the one with the most. Those Power Squad members not assigned to the 1800-0400 shift will report for the normal Power Squad shift (0600-1600).

ASSIGNMENT TO POWER SQUAD: Volunteers will be assigned to Power Squad first. When more than the required amount of NSOs volunteer, the NSOs will be selected by seniority (squad by squad basis) progressing from the NSO volunteer with the most seniority to the one with the least. If there are no volunteers for Power Squad, the mandatory assignment will start with the NSO with the least seniority and progress to the one with the most. All volunteers for Power Squad must be submitted to the squad supervisor by 1800 hours on the Monday day shift. Letters of assignment (both volunteer and mandatory) will be written and distributed to the affected NSO's on the first two night shifts following the Monday day shift. The least senior NSO will not normally be required to work a second mandatory Power Squad rotation until all squad members have been assigned mandatory Power Squad.

Volunteers will normally be considered first. When more than the required amount of officers volunteer, the officers will be selected by the date they were last selected to Power Squad. The supervisors will go back 90 days to see who was selected last from ending date of current Power Squad assignment. If a decision cannot be made after going back 90 days or if a tie exists within the 90 days, then seniority will prevail.

One NSO per squad assigned to Power Squad will have a three (3) rotation assignment, not to exceed eighty four (84) days. Any additional NSOs assigned to Power Squad will have a one (1) rotation assignment, not to exceed twenty eight (28) days.

NOTE: Personnel will only be released from their Power Squad assignment in the event of a hardship issue, which is subject to review and approval by Security Management on a case-by-case basis.

If no regular NSO volunteers for Power Squad duties and Temporary and/or Project NSOs are available, the Temporary and/or Project NSOs will be assigned to the mandatory Power Squad assignment until a regular NSO volunteers.

Temporary and Project NSOs will be treated the same for mandatory Power Squad assignments. If there is more than one Temporary/Project Officer per squad, mandatory assignments will be rotational between or among them, based on hire date. If a hire date is the same, then employee identification number will be used, with the lowest numerical number being most senior.

NSOs will not normally be assigned to Power Squad during periods when they have annual vacation approved, but may be assigned with the concurrence of the squad supervisor on duty during the projected vacation time or Security Management. This approval must be granted before NSO is assigned to Power Squad.

NSOs may be denied voluntary assignment to Power Squad based on their past attendance record and/or work performance record and/or Plan for Improvement; furthermore, NSOs assigned to Power Squad may be sent back to their assigned squad based on a review of current attendance/performance. The final decision will be made by Security management on a case-by-case basis.

NSOs assigned to mandatory CAS/SAS/SCC training will not normally be assigned to Power Squad while training is taking place.

Volunteering for Power Squad does not remove an NSO's responsibility for mandatory assignment to Power Squad at a later date. Likewise, mandatory assignment to Power Squad does not mean an NSO cannot volunteer for the next month.

Holidays That Fall on Power Squad Normal Work Days: Volunteer selection will be made by seniority. All the names of the NSOs assigned to Power Squad will be placed on a list by seniority. The selection process will begin with the most senior volunteer. If there are insufficient volunteers from the Power Squad, then volunteers will be sought and selected from the primary/secondary squad based on the terms of the 12-Hour Shift Guidelines regarding Overtime Availability. If there are insufficient volunteers from the primary/secondary squad, then mandatory assignments will be made according to the terms of the same Overtime Availability section.

Power squad will normally be scheduled off on holidays that fall during normal work days. However, if overtime is required for a holiday that falls on Power squad's normal scheduled work days, they will be second for volunteer overtime and second for mandatory overtime regardless of length of shift.

E Squad will be assigned first, then Power Squad, for volunteer overtime and first for mandatory overtime on Holidays that fall on normal scheduled work days. These volunteer/mandatory assignments will apply to any shift between 0600 on the morning of the holiday until 0600 the day after.

Overtime Other Than Holidays: Holdover overtime assignments of two hours or less in duration will be assigned to the Power Squad. Overtime occurring on Power Squad days off will be assigned in the following order:

Primary Squad

Secondary Squad

E-Squad

Power Squad

Suspension: These Power Squad guidelines may be suspended by management with 30 days' notice due to safety, regulatory compliance, or a planned, forced or refueling outage.

SAFETY FIRST



**ENERGY
NORTHWEST**