

**ORIGINAL**

**BARGAINING UNIT  
AGREEMENT**

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

**November 3, 2016  
through  
November 2, 2020**

**Name:** \_\_\_\_\_

**NUCLEAR SECURITY OFFICER  
(NSO)**

ORIGINAL

**USW  
BUSINESS OFFICE  
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**ENERGY NORTHWEST  
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**TABLE OF CONTENTS**

Page

Section

Article

PREAMBLE .....			3
<b>GENERAL CONDITIONS AND TERMS .....</b>	<b>1</b>		
Fiduciary Responsibility .....	1.1		3
Nondiscrimination .....	1.2		3
Term of Agreement .....	1.3		3
Savings Clause Concerning Mandatory Laws .....	1.4		4
Negotiations .....	1.5		4
Security .....	1.6		4
<b>SCOPE OF AGREEMENT .....</b>	<b>2</b>		
Recognition .....	2.1		5
Union Membership and Dues .....	2.2		5
Union Stewards .....	2.3		6
Bulletin Boards .....	2.4		6
<b>MANAGEMENT RIGHTS .....</b>	<b>3</b>		
Management Rights .....	3.1		6
<b>GRIEVANCES AND ARBITRATION .....</b>	<b>4</b>		
Continuous Operation .....	4.1		7
Grievances .....	4.2		7
Arbitration .....	4.3		8
<b>EMPLOYEE BENEFITS .....</b>	<b>5</b>		
Personal Time .....	5.1		10
Personal Time for Illness .....	5.2		14
Holidays .....	5.3		14
Bereavement .....	5.4		15
Supplemental Occupational Disability Benefits .....	5.5		15
Leave Without Pay .....	5.6		16
Leave of Absence .....	5.7		16

	<u>Article</u>	<u>Section</u>	<u>Page</u>
<b>EMPLOYEE BENEFITS (continued) .....</b>			<b>5</b>
Jury Duty.....		5.8	16
Military Leave.....		5.9	16
Insurance.....		5.10	17
MSA-VEBA .....		5.11	18
<b>GENERAL PROVISIONS.....</b>			<b>6</b>
Seniority.....		6.1	19
Reduction-In-Force and Recall to Work.....		6.2	20
Nepotism.....		6.3	20
<b>GENERAL WORKING RULES .....</b>			<b>7</b>
Work Week and Work Shifts .....		7.1	21
Overtime .....		7.2	22
Overtime Meal Periods .....		7.3	24
Assigned Work Locations .....		7.4	24
Safety.....		7.5	25
Pay Days.....		7.6	25
Discipline.....		7.7	25
<b>QUALIFICATIONS AND CLASSIFICATIONS.....</b>			<b>8</b>
Employee Qualifications .....		8.1	26
Classification.....		8.2	27
Temporary and Project NSOs.....		8.3	27
<b>COMPENSATION .....</b>			<b>9</b>
Wage Rates.....		9.1	28
At Risk Compensation Program.....		9.2	30
<b>CONCLUSION .....</b>			<b>31</b>
<b>ATTACHMENTS .....</b>			<b>33</b>

## **PREAMBLE**

This Agreement made and entered into October 25, 2017 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, 2016, through November 2, 2020, 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. 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)** All NSOs hired on or before the promulgation and effective date of an Energy Northwest agency-wide policy regarding the establishment of a Personal Time cap will have no limit on accumulation of unused Personal Time (i.e., grandfathered). All NSOs hired after the effective date of such agency-wide policy will be able to accumulate unused Personal Time up to the number of hours identified in the policy, but in no case less than 500 hours. Grandfathered NSOs shall not be subject to any policy establishing Personal Time accumulation maximums.

**(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 the holiday allowance. In addition, they will be able to elect either:

- To receive double time pay for holiday worked, **OR**
- To receive straight time pay for holiday worked and eight (8) hours of credit added to the Personal Time Bank.

**(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. This option shall allow five (5) elections per payroll year.

**(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 1<sup>st</sup> and ending the following September 30<sup>th</sup>. 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 2016**

Employee Only	\$7,659 (Flex + supplement)
Employee & Spouse	\$14,192 (Flex + supplement)
Employee & Children	\$12,693 (Flex + supplement)
Employee & Family	\$19,248 (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 waive medical coverage as of the date of ratification will 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 (commencing December 2019) and each year thereafter 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 (commencing on December 1, 2019), 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)
- Short Term Disability (7 day wait period; based on average employee wage)
- Long Term Disability (60 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. 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.

**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 - 90 DAYS**

Bargaining unit NSOs who accept a job outside the bargaining unit, but within the Security Organization, may return to the previous job within ninety (90) 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 ninety (90) 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 three (3) 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.

## **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. The Union shall require the payment of working dues after seven (7) days of employment for temporary NSOs hired under the terms of this provision.

**(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 3.0% general wage increase effective November 3, 2016, a 2.75% increase effective November 4, 2017, a 2.75% increase effective November 3, 2018, and a 3.0% increase effective November 2, 2019.

<b>Nuclear Security Officer:</b>	<b>Per Hour (\$)</b>			
	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Start.....	22.90	23.53	24.18	24.91
6 Months .....	24.57	25.25	25.94	26.72
12 Months .....	26.04	26.76	27.50	28.33
18 Months .....	28.57	29.36	30.17	31.08
24 Months .....	31.72	32.59	33.49	34.50

**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%. Under no circumstances will Energy Northwest's matching contribution be less than its matching contribution for the IBEW Local 77 Nuclear Bargaining Unit.

**9.1.4 Central Alarm Station (CAS) / Secondary Alarm Station (SAS) Qualification Stipend** - NSOs who maintain qualification, eligibility, and availability as CAS/SAS Operators will receive an annual lump sum qualification stipend equal to four percent (4%) of the annualized top step of the Nuclear Security Officer (i.e., 2184 x top step rate x .04). 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.

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 4th day of December, 2017.**

**ENERGY NORTHWEST:**

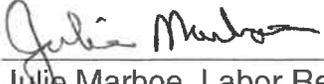
  
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Grover Hettel, Vice President Nuclear Generation

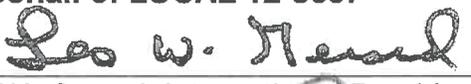
  
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Andy Black, Operations Support General Manager

  
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Mark Sullivan, Security Operations Manager

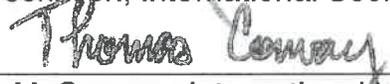
  
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Trevor Phelps, Security Captain

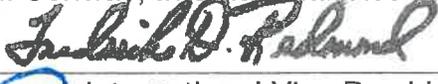
  
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Julie Marboe, Labor Relations

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

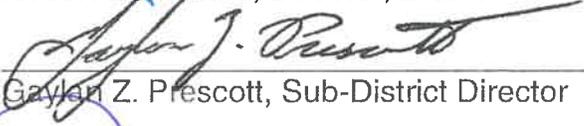
  
\_\_\_\_\_  
Leo W. Gerard, International President

  
\_\_\_\_\_  
Stanley Johnson, International Secretary/Treasurer

  
\_\_\_\_\_  
Thomas M. Conway, International Vice President (Administration)

  
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Fred Redmond, International Vice President (Human Affairs)

  
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Robert LaVenture, Director, District 12

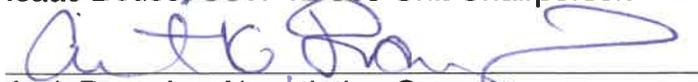
  
\_\_\_\_\_  
Gaylen Z. Prescott, Sub-District Director

  
\_\_\_\_\_  
Jim Kilborn, Staff Representative

  
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Pete Gomez, President, USW Local 12-369



  
Isaac Bouse, USW 12-369 Unit Chairperson

  
Amit Ranadey, Negotiating Committee

  
Kevin Phillips, Negotiating Committee



## ATTACHMENTS

1.	12-Hours Shift Administrative Guidelines.....	34
2.	CAS/SAS Guideline .....	45
3.	Power Squad Guideline .....	47
4.	“E” Squad 4/10s Option for Squads B and D.....	51
5.	Outage Special Shift .....	52
6.	Nuclear Security Officer Composite Adversary Team Letter of Agreement.....	53
7.	NSO Separation Pay - Loss of Shooting Qualifications Letter of Agreement .....	57
8.	Temporary Nuclear Security Officer Assignment Letter of Agreement .....	59
9.	Tuition Reimbursement Letter of Agreement.....	62
10.	General Employee Testing (GET) Test Limit Letter of Agreement .....	63
11.	PADS Entry & Re-Investigation Release Forms Letter of Agreement.....	65
12.	Tobacco Consumption or Use Policy Letter of Agreement .....	69
13.	Identity Theft Insurance Letter of Agreement.....	71
14.	Wellness Program Letter of Agreement.....	72
15.	Travel Advance via Automatic Deposit Letter of Agreement.....	73
16.	Discontinued Use of Bandoliers.....	75
17.	401k Roth Letter of Agreement.....	75



**ENERGY NORTHWEST  
COLUMBIA GENERATING STATION  
SECURITY FORCE  
12-HOUR SHIFT ADMINISTRATIVE GUIDELINES  
REVISION 5  
October 2017**

**TABLE OF CONTENTS  
PART I  
GENERAL PROVISIONS**

	<b><u>Page</u></b>
Shift Hours .....	36
Alternate Work Week .....	36
Pay Period .....	36
Pay Days .....	36
Pay for Shift Over 40 Hours in the Work Week .....	36
Time Change .....	36
Shift Change Procedure .....	36
Personal Time and Other Absences .....	38
Holiday Observation .....	38
Holiday Worked .....	38
Holiday Pay.....	38
Maximum Work Hour Requirement .....	38
Overtime Availability .....	38



	<u>Page</u>
Definition of the Peg System .....	40
Red Peg .....	40
Green Peg .....	40
Blue Peg.....	40
White Peg.....	40
Finding Replacement .....	40
Temporary/Project NSOs .....	41
Overtime Meals 12-Hour Shift .....	41
Eat-on-the-Run.....	41
Break Periods.....	41
Vacation Guidelines .....	41
Medical Appointments .....	42
Notification for Unscheduled Personal Time .....	42

**PART II  
“E” SQUAD**

E Squad Assignments .....	42
Holidays That Fall on E Squad Normal Work Days.....	43
E Squad .....	43
Overtime Meal Periods E Squad .....	44
Hardship Assignments .....	44
Hardship Overtime .....	44

**PART III  
TERMINATION**

Termination Clause .....	44
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**Revision 5**  
**2017 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 six hours prior to the beginning of the night shift on Friday p.m.; e.g., Friday 1200 hours. For personnel on the 12-hour shift, the workday shall begin at the beginning day shift; i.e., the Saturday workday begins at 0600 Saturday. The Friday day shift is split into separate work weeks.

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

**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 1.5 hours prior to release. However, minimum time recorded even when sent home early will be 1.5 hours at the 2x rate. Officers released from duty after working at least 1.5 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
- 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.



**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. 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 III . . . . .TERMINATION 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

2017

### 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.

Regular new hires will be picked up after one (1) year of service, if mandatory selection is required.

Mandatory/volunteer selection to CAS/SAS/SCC will be for a two (2) year term, which will start with 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 (2) years.

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**

2017

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. 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 for volunteer overtime and first for mandatory overtime on Holidays that fall on normal scheduled work days.



**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.



**LETTER OF AGREEMENT**  
**by and between**  
**ENERGY NORTHWEST AND UNITED STEELWORKERS**  
**“E”Squad 4/10s Work Hour Option for Squads B and D**  
**October 2017**

The 2016-2020 Nuclear Security Officer Collective Bargaining Agreement specifies that for “E” Squad, “the normal work schedule will be either five eight hours days Monday through Friday (i.e., 5/8’s) or eight nine hour days Monday through Thursday and one eight hour day every other Friday (i.e., 8/9’s plus an 8).” As of the writing of this Agreement, Security management has designated the E Squad work schedule to be the 8/9s plus an 8 schedule. This results in the Columbia Generating Station’s “Friday off” occurring at the start of the “E” Squad rotation for B and D Squads, thereby allowing them only four nine hour work days that week, for a total of 36 hours rather than the typical 40 hours. The affected Nuclear Security Officers have raised this concern to management’s attention and management is amenable to a solution. If the E Squad shifts are changed to the eight nine hour days Monday through Thursday and one eight hour day every other Friday (i.e., 8/9s plus an 8) then this Letter of Agreement will apply.

Therefore, Energy Northwest and USW agree to the following:

1. Providing the preceding Friday is a non-scheduled work day, on the first week of the “E” Squad rotation for officers on Squads B and D only, each officer may choose to work four 10-hour days Monday through Thursday of that work week, rather than four 9-hour days.
2. The officer must notify his/her shift supervisor that the 4/10s schedule is being selected for the first week of the rotation, as soon as the officer is notified that he/she is being assigned to “E” Squad. Failure to do so at that time will result in the officer being assigned to the 4/9s schedule.
3. If the 4/10s schedule is selected for the first week of the rotation, the officer’s work hours will be 5:00 a.m. to 3:00 p.m.
4. Regardless which work schedule is worked the first week of the assignment, the work schedule for the second and any subsequent weeks of an “E” Squad assignment will be the 8/9s plus an 8 schedule.
5. This Agreement establishes no precedent whatsoever for either Energy Northwest or USW.
6. This Agreement will remain in effect for the same period as the 2012-2016 Nuclear Security Officer Agreement. Either party may terminate this Agreement by providing 14 days advance notice in writing to the other party.

AGREED BY:

Labor Relations	Date
	4/3/19
USW International	Date
	10/15/18
Security Operations Supervisor	Date
	08-15-18
USW Steward	Date



## **Outage Special Shift 2017**

The Outage Special Shift (OSS) manning levels shall be determined by Security management. This OSS shall supplement all shifts. Hours will be determined by Security management as operation requirements dictate. The OSS will normally be a 28-day rotation, but may be longer or shorter as needed to accommodate the outage.

NSOs will not be assigned to the OSS during periods when they have annual approved vacation scheduled 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 the OSS.

Voluntary and mandatory OSS positions will be made prior to assigning mandatory and voluntary E squad assignments. Volunteers will be taken until Monday day shift at 1600.

### **VOLUNTARY**

Volunteers will be considered first for the OSS. If more than the required amount of officers volunteer, the selection will be made by seniority.

### **MANDATORY**

Mandatory assignments for the OSS will be filled by temporary and project officers and will rotate by hire date . If two or more temporary/project officers have the same hire date the mandatory assignment will be by highest employee identification number . The temporary/project officers will remain on the OSS unless a regular NSO volunteers to take an OSS position. If additional personnel are required, officers will be selected by progressive rotation, beginning with the least senior officer. The least senior officer will not be required to work a second mandatory OSS position until all squad personnel have been assigned mandatory OSS during this outage.

Final selection of special shift workers will be determined by the Security Force supervisor, based on the need to support the plant maintenance outage in an efficient and effective manner. Qualifications, special projects, training schedules, and operational needs of the Security Force will be considered.

Special shift personnel will be responsible for overtime for the night shift. During instances when the number of special shift personnel is not sufficient to fulfill overtime needs, officers from off duty squads will be scheduled or be called in from the off-duty squad personnel. The following sequence will be followed:

- OSS Volunteer-Regular Officers
- OSS Volunteer – Project Officers
- OSS Volunteer-Temporary Officers
- OSS Mandatory-Temporary Officers
- OSS Mandatory – Project Officers
- OSS Mandatory- Regular Officers
- Off-duty Personnel-(i.e., Primary/Secondary Squad) for overtime greater than four (4) hours



**ENERGY NORTHWEST  
AND  
USW LOCAL 12-369  
Nuclear Security Officer Composite Adversary Team  
2017**

Annually, the Security Force is required to conduct Force-on-Force (FOF) drills. In addition, every three years the Security Force is required to pass a FOF exercise graded by the Nuclear Regulatory Commission (NRC). These activities are designed to demonstrate Energy Northwest's continued ability to implement the protective strategy at Columbia Generating Station safely and within regulatory requirements. In order to do so, it is necessary to have a trained adversary force to act as adversaries. Energy Northwest has an interest in having this adversary force composed of Nuclear Security Officers (NSOs). Certain NSOs have an interest in being trained and serving in this capacity.

To support this process, the parties hereby agree:

1. NSOs serving on the 2017 AT will continue to serve through the 2018 NRC Triennial FOF, at which time a new AT will be selected. At that time, any member with three years or more on the AT will be bypassed using a peg system. This is intended to allow more NSOs the opportunity to participate in the program. If all available spots are not filled with new AT members, then the peg system will identify the most senior volunteers to fill the remaining openings
2. There will be three NSOs per squad selected for the adversary team (AT). If there are insufficient qualified volunteers on the squad, then management will fill any remaining vacant position(s) by mandatorily assigning qualified NSOs on the squad by reverse order of seniority. NSOs will have 45 days to volunteer for the AT. Thereafter, Security management will begin mandatory assignments as necessary. Notice of the opportunity to volunteer will be made via email to NSOs and during squad briefings.
3. Each NSO who volunteers and is selected will serve on the AT for a period of three (3) years and each NSO who is mandatorily assigned will serve for a period of one (1) year.
4. The following factors will disqualify an NSO from volunteering for the AT and will result in removal from the AT if occurring during the term of an AT assignment:
  - Being on or placed on a Plan for Improvement;
  - Exhibiting excessive unplanned tardiness or personal time for unprotected reasons within the 12 months prior to volunteering or while serving on the AT;
  - Having received discipline at a written warning level or higher within the 12 months prior to volunteering or while serving on the AT.
5. NSOs assigned to the AT will be assigned to a special shift pursuant to Section 7.1.2(c) of the NSO Agreement for a period of multiple weeks. For purposes of transitioning NSOs on to or off of the AT, there is no minimum number of days required for the special shift and it can be for as few as one day. For purposes of the first week of the AT assignment, it will be determined what number of hours the NSO was originally scheduled to work with his/her squad. The NSO will then either be scheduled to work the equivalent number of hours during the first week of his/her special shift or will receive regular straight-time pay for any such hours he/she is not scheduled to work. The intent during the first week of the AT assignment is to keep the NSO whole on a straight-time pay basis for all hours he/she would have worked had he/she not been assigned to the AT. There will be no payment for overtime not worked (e.g., shift over 40).
6. During a week that an AT officer is needed for a Force-on-Force drill, a Force-on Force exercise, or AT training, the officer can be transitioned one time within the week from day shift to night shift or vice versa, providing 14 days advance notice is given. In addition, any necessary



schedule adjustments can be made to allow the AT officer to participate in a Force-on-Force drill with his/her own squad in order to maintain the officer's NSO qualifications.

7. Overtime worked as a result of the AT training or assignment will be paid in accordance with the NSO Collective Bargaining Agreement.

8. NSOs who serve on the AT for a three year period and perform all assigned duties satisfactorily will receive a \$1,000 leadership award each year on a non-precedent setting basis. NSOs who are mandatorily assigned to the AT and perform all assigned duties satisfactorily will receive a \$1,000 leadership award for the year assigned, on a non-precedent setting basis. Awards will be prorated for less than a year's service. Awards will be paid within 30 days of the anniversary date that the NSO was assigned to the AT. Satisfactory performance is defined as not being removed from the AT for performance or other work related issues, attending all scheduled AT activities unless absence is preapproved by Security management, being available for on-squad limited scope drills while on duty, and interacting with officers by providing constructive feedback during AT activities as measured through management observations.

9. An NSO will be deemed to be qualified for the AT if he/she is able to meet the following medical and physical standards. In addition to meeting the current medical and physical standards for an NSO position, the NSO must also be able to:

- Run a mile in 8 minutes 30 seconds;
- Complete a 40 yard dash from prone to standing in 8 seconds;
- Pass an enhanced smell test;
- Pass an enhanced vision test.

Officers will be required to qualify initially and annually thereafter to continue serving on the AT. Should an NSO fail to maintain these qualifications, he/she will be removed from the AT and a replacement will be selected pursuant to the process in Section 2 above to serve the remainder of the NSO's term. This replacement NSO will then be eligible to volunteer for a new AT term just as though he/she had not served any term on the AT.

10. If an NSO (whether voluntary or mandatory) fails to meet the requirements in provision No. 9, the only consequence will be that he/she will be ineligible to serve on the AT for the term attempted. This will in no way adversely affect his/her employment as an NSO at Energy Northwest. The parties recognize that Energy Northwest NSOs generally perform their assigned duties with a high level of competence and personal commitment to success and would not typically purposely fail any job assignment. Nonetheless, this provision is not intended to immunize NSOs from disciplinary action in the event they purposely fail the CAF physical standards to avoid assignment to the AT.

11. The additional physical and medical requirements in provision No. 9 are applicable only to the AT and will in no way apply to NSOs who are not being tested for or serving on the AT. Should the NRC mandate that these or any other physical and/or medical standards apply to NSOs at Columbia, Energy Northwest will notify the Union and be prepared to bargain the effects of such regulatory changes should the Union wish to do so.

12. Those NSOs selected for the AT will be required to attend all related adversary training. Personal Time during this training will be denied unless compelled by emergency or legally required release. Efforts will be made to provide advance notice of the training dates in order to allow NSOs time to plan around them.

13. Those NSOs selected for the AT will be supplied with uniforms and boots specific to the AT assignment. These uniforms and boots will be worn as directed by Security management while serving in an adversary role. While assigned to the AT, compliance with SPIP 21, Security Force



Uniform Policy and Groom Standards, must be strictly complied with. Energy Northwest will also supply a patch identifying the NSO as an AT member and this patch must be worn at all times while on duty during the term of the AT assignment.

14. Security management reserves the right to invite external adversary team(s) or personnel to run with, participate in, or otherwise contribute to Energy Northwest's efforts to prepare for Force-on-Force activities. Any such personnel will not be used to replace, substitute for, otherwise displace, or reduce overtime work of Energy Northwest NSOs or the in-house AT.

15. Energy Northwest will allow up to three NSOs to apply for the Nuclear Energy Industry (NEI) CAF and will support one NSO serving. If more than one NSO applies and more than one is selected to serve, Security management and the Union will meet to discuss the method for determining which officer will be permitted to accept the assignment.

16. When AT support is provided to another facility and involves more than one AT member, selection of AT members to attend will be completed using a peg rotation, beginning with the most senior AT member per squad. If additional members are needed, further selection will be based on overall seniority regardless of squad assignment. This is intended to provide AT members with equal opportunities to accept or reject assignments to other facilities in FOF or controller adversary positions. If an AT member rejects an assignment opportunity, the peg will move past the NSO as if he/she had volunteered. Initial selection will start with the most senior AT member (whichever squad they are on) and then rotate thereafter as described above.

17. This letter in no way sets any precedent or establishes any past practice for either Energy Northwest or USW Local 12-369.

18. This letter and the award designated herein will remain in effect for the duration of the 2016-2020 Bargaining Unit Agreement. At the conclusion of this period, this letter and the award herein will expire unless mutual agreed otherwise in writing by Energy Northwest and USW Local 12-369.

AGREED BY:

  
Security Operations Manager

08/14/18  
Date

  
USW Local 12-369 President

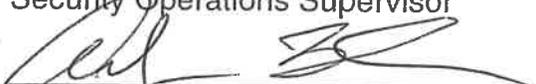
4/3/19  
Date

  
USW International

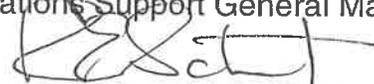
4/3/19  
Date

  
Security Operations Supervisor

8/14/18  
Date

  
Operations Support General Manager

Date

  
Vice President Operations

12/20/18  
Date

  
USW Steward

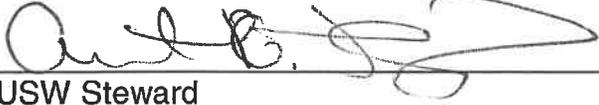
Date

08-15-18



USW Steward

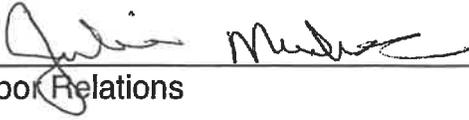
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08/15/18

USW Steward

Date



3/5/19

Labor Relations

Date



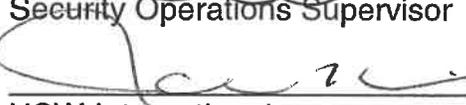
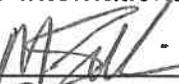
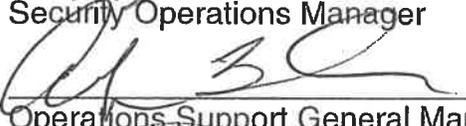
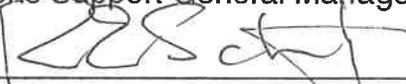
**ENERGY NORTHWEST  
AND  
USW LOCAL 12-369  
NSO Separation Pay – Loss of Shooting Qualifications  
October 2017**

Each year Nuclear Security Officers (NSO) are required to successfully pass a series of shooting qualification courses to maintain their NSO qualifications. On occasion an officer does not succeed in passing the required courses and loses his/her qualifications, which results in job jeopardy.

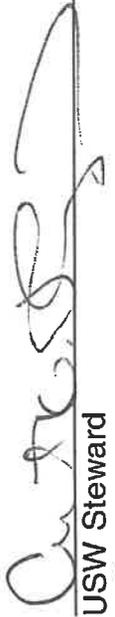
In such a situation, the parties agree to the following:

1. Should an NSO be terminated or resign in lieu of discharge due to loss of his/her NSO shooting qualification(s), the officer will be eligible for separation pay, providing the officer has been employed with Energy Northwest as a regular NSO for greater than five (5) years.
2. Separation pay will consist of one week of pay for the first five (5) years of service as an NSO, and one week of pay for each additional year, up to a maximum of four (4) weeks of pay at eight (8) years of service. Payment will be contingent on the officer signing a Separation Agreement provided by Energy Northwest and not revoking that agreement during the revocation period provided.
3. In order to be eligible for this separation pay, there must be evidence that the officer put forth a reasonable effort to pass the shooting course(s) failed, including active participation in all related remedial training.
4. This Letter expires at the conclusion of the 2016-2020 NSO Agreement unless renewed in writing by the parties.
5. This Letter sets no precedence for either Energy Northwest or USW Local 12-369.

AGREED BY:

 _____ Security Operations Supervisor	8/14/18 Date
 _____ USW International	4/3/19 Date
 _____ Security Operations Manager	08/14/18 Date
 _____ Operations Support General Manager	Date
 _____ Vice President Operations	12/20/15 Date
 _____ USW Steward	Date
 _____ USW Steward	08-15-18 Date





USW Steward

08/15/18

Date



Labor Relations

3/5/19

Date



**LETTER OF AGREEMENT**  
**Energy Northwest and USW Local 12-369**  
**Temporary NSO Assignment**  
**2017**

**Interests.** There are times when a Nuclear Security Officer (NSO) may be temporarily restricted from performing all of the essential job duties of an NSO position, but can still perform meaningful duties to support the Security Force. At such times, it makes business sense to utilize the NSO in such a capacity, if feasible. In addition, Energy Northwest and the Union share an interest in returning injured or ill personnel to the workplace as soon as reasonably possible. Therefore, in a joint effort to meet business needs, while at the same time returning injured or ill personnel to the workplace as soon as reasonably possible, Energy Northwest and USW Local 12-369 agree to the following:

1. The parties believe this agreement is fully consistent with all requirements of disability and worker compensation law. If there is any conflict between any part of this agreement and applicable law, the law will prevail. In the event that the underlying intent of this agreement can not be fulfilled as a result of any law or legal requirement, Energy Northwest may reopen this agreement in order to ensure business needs are met.
2. This letter covers Nuclear Security Officers only.
3. If an NSO experiences an injury, illness or medical condition that temporarily prevents him/her from performing the essential functions of an NSO position and such limitations are medically documented by his/her treating health care provider, Energy Northwest will evaluate the NSO's documented limitations against the essential job functions contained in the attached position description for a temporary NSO administrative assignment.
4. Unless inconsistent with law, procedure or other requirement, Energy Northwest can require an NSO with medical limitations to fill this temporary administrative assignment as described in this Agreement, providing the NSO is released by his/her health care provider to do so.
5. For purposes of this Agreement, the NSO's medical limitations may be the result of either on-the-job events and circumstances or off-the-job events and circumstances.
6. If the NSO's limitations are compatible with the essential job functions of the temporary administrative assignment, then management will consider placing the NSO in the temporary administrative position for a period of up to 180 days. The number of days will be based on calendar days and start when the NSO assumes the temporary administrative assignment. During this assignment, Energy Northwest and the employee's treating health care provider will regularly review the NSO's situation and determine whether the circumstances are such that the NSO is able to return to his/her regular position, should be considered for another form of reasonable accommodation, or be placed on applicable leave.
7. If at any time during the 180-day period the NSO's medical limitations are resolved and/or the NSO is released by his/her health care provider to return his/her regular NSO position, then the NSO will be returned to his/her regular position at that time. The NSO is required to make all reasonable efforts to resolve his/her medical limitations in a timely fashion so as to be able to perform all the essential functions of his/her regular NSO position (with or without a reasonable accommodation). Failure by the NSO to make reasonable efforts may result in discipline, up to and including termination. Reasonable efforts means full and timely compliance with the employee's medical treatment plan, as defined by the employee's treating health care provider(s) or, if applicable, independent medical exam (IME).
8. If the NSO remains unable to perform the essential functions of his/her regular NSO position at the end of 180 days, he/she will be removed from the temporary administrative assignment.



9. If the employee is placed on leave at any time during or at the end of a 180-day period in the temporary administrative assignment, he/she will be entitled to seek any leave benefits he/she may be entitled to. If the injury or illness was due to an on-the-job event, the NSO may seek time loss benefits through workers' compensation, subject to the normal submittal, processing and claim disposition process for that program. If the injury or illness was due to an off-the-job event, the NSO may seek disability benefits through his/her disability insurance carrier, to the extent they are available. Energy Northwest makes no guarantee or assurance that either workers' compensation or disability benefits will be awarded to the NSO.

10. While in the temporary administrative assignment, the NSO will continue to be covered by all terms and conditions of the Nuclear Security Officer Bargaining Unit Agreement. This does not, however, give the NSO bargaining unit any exclusive right to the work duties performed in the temporary administrative assignment. Further, the NSO will not be eligible for overtime in any NSO assignment other than that related to the temporary administrative duties assigned by Security management.

11. The NSO will work a work schedule consistent with that of other NSOs on his/her squad.

12. There will be no more than one temporary administrative assignment on each squad at one time. In the event that two NSOs on one squad become eligible for the assignment at the same time, the more senior NSO will be placed in the assignment. This includes situations where a less senior NSO is currently working in the assignment, in which case the more senior NSO will have the option to displace the less senior NSO.

13. There is no limit to the number of times an NSO can be assigned to the temporary administrative assignment, providing openings are available in accordance with provision No. 12 above. However, the NSO's medical condition must be temporary in nature, with the possibility that it can be resolved such that the NSO can continue to perform the essential functions of his/her regular NSO position within a 180-day period.

14. For purposes of the maximum period of leave, if the NSO does not return to work for at least one full calendar year in between leaves (including medical leave and workers' compensation leave), the total days absent will be added together until the maximum of one year and 60 days (medical leave) or one year (workers' compensation leave) is reached.

15. An NSO may decline the temporary administrative assignment. If, however, the NSO's illness or injury is work related and the NSO has been released by his/her health care provider to perform the duties of the assignment, by declining the NSO's workers' compensation benefits may be adversely affected. Energy Northwest will inform the NSO of this possibility.

16. An NSO in this assignment will be expected to maintain all NSO qualifications that he/she is able to maintain within his/her medical limitations.

17. This Agreement sets no precedent whatsoever for either Energy Northwest or USW Local 12-369.

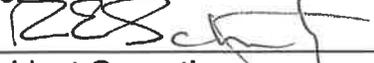
18. This Letter became effective December 4, 2017 and will remain in effect for the same period as the 2016-2020 Nuclear Security Officer Collective Bargaining Agreement.

19. Either Energy Northwest or USW Local 12-369 may terminate this letter at any time with notice. Such notice will be in writing, received at least 14 working days in advance of the end of a pay period. Any NSO in the assignment at the time of termination of this letter will be allowed to complete the assignment as defined by the terms of this letter.



AGREED BY:

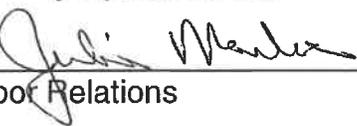
For Energy Northwest:

 12/20/18  
\_\_\_\_\_  
Vice President Operations Date

  
\_\_\_\_\_  
Operations Support General Manager Date

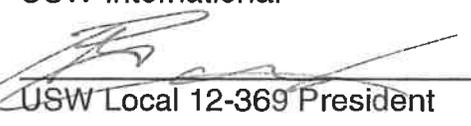
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Security Operations Manager Date

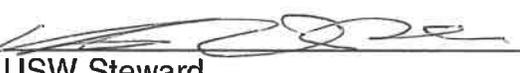
 8/14/18  
\_\_\_\_\_  
Security Operations Supervisor Date

 3/5/19  
\_\_\_\_\_  
Labor Relations Date

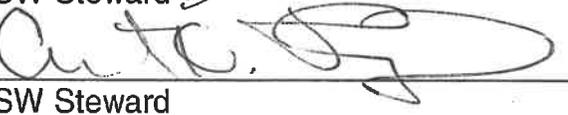
For USW Local 12-369:

 4/3/19  
\_\_\_\_\_  
USW International Date

 4/3/19  
\_\_\_\_\_  
USW Local 12-369 President Date

 4/3/2019  
\_\_\_\_\_  
USW Steward Date

 08-15-18  
\_\_\_\_\_  
USW Steward Date

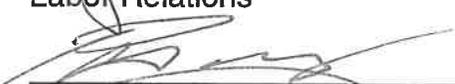
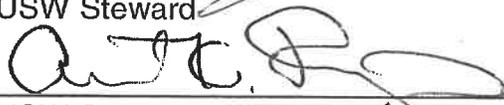
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USW Steward Date



**Letter of Agreement  
by and between  
Energy Northwest and USW Local 12-369  
Nuclear Security Officers  
Tuition Reimbursement Program  
2017**

Energy Northwest intends to continue offering Nuclear Security Officers (NSOs) the ability to participate in the Energy Northwest Tuition Reimbursement Program. In so doing, it reaffirms the conditions agreed to by the parties in August 2002 and subsequently thereafter:

1. The Tuition Reimbursement Program will be administered as described in GBP-HR-32, as revised from time to time.
2. Participation in the program is entirely voluntary.
3. Offering this program sets no precedent or establishes any past practice.
4. Energy Northwest continues to reserve the right to change, modify and/or discontinue all or part of this program at any time and at its sole discretion.
5. This Letter may be terminated by either Energy Northwest or USW Local 12-369 with 30 calendar days advance written notice. Should this Letter terminate without a satisfactory replacement mutually agreed to by the parties, NSOs will no longer be eligible to participate in the Tuition Reimbursement Program or its equivalent.
6. If Energy Northwest discontinues all or part of this program and/or terminates this Letter, any NSO enrolled in a qualifying class(es) for which reimbursement has already been approved, will continue to be eligible for said reimbursement under the terms and conditions in place at the time reimbursement approval was granted.

 _____ Labor Relations	3/5/19 _____ Date
 _____ USW Local 12-369	4/2/19 _____ Date
 _____ USW Steward	4/2/19 _____ Date
 _____ USW Steward	08-15-18 _____ Date
 _____ USW Steward	08/15/18 _____ Date



**LETTER OF AGREEMENT  
BY AND BETWEEN  
ENERGY NORTHWEST AND USW LOCAL 12-369  
Nuclear Security Officers  
General Employee Training (GET) Test Limit  
2017**

Energy Northwest has an interest in continuing to set a limit on the number of times an officer can fail a General Employee Training (GET) Course Exam before waiting a period of time to retest. This is necessary to assure legitimacy of the course exams (e.g., after several retests exam questions begin to be repeated, reducing test validity), to assure adequate test taker knowledge of topics tested in order to perform associated duties competently and safely, to implement industry standards in this area, and to reduce administrative burden.

The Union has an interest in maintaining the passing test score on GET exams at 80 percent and assuring that its members receive remediation before the final (third) test attempt.

Therefore, the parties agree to renew this Letter as follows:

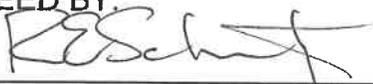
1. These test limits apply to the GET courses known as Protected Area Access (PAT), Fitness for Duty/Behavioral Observation Program (FFD/BOP), Radiation Worker Training (RWT) and Blue Badge Training, or their subsequent equivalents. All courses may not apply to Officers (e.g., Blue Badge Training). Officers will be reminded in advance of their GET requalification deadline and it will be the responsibility of the officer to determine what, if any, time they spend studying for the exams. Energy Northwest will provide hard copy and/or electronic study material for the officer's use in preparing for the exams.
2. A score of 80% or above is required to pass the above stated courses. A score of less than 80% constitutes a test failure.
3. Officers will not initiate a first attempt at any of the above cited GET courses after the mid-point of their night shift.
4. After a first test failure, the officer will notify his/her supervisor of the failure and follow directions communicated to him/her upon exam failure, as well as those stated in Section 4.5.3 of GEN-TQS-01, Training Program Administration. This will include exiting the protected area and either reporting to the site access checkpoint for the balance of his/her shift or starting personal time, whichever is preferred by the officer. If reporting to the checkpoint, as time permits between work duties, the officer will be allowed to review the GET study material in hard copy or electronic. He/she will then retake the failed GET exam before the end of his/her shift.
5. After a second failure, Training will provide the officer and his/her supervisor with the results of the second exam failure, along with those learning objectives of the module that the officer should focus on prior to a third exam attempt. The officer will then be assigned to complete the initial training module associated with the failed exam in the computer based training (CBT) lab and upon completion of the initial training module, the officer will be allowed a third test attempt. Before the third test attempt, supervision will clearly communicate to the officer the consequences of a subsequent exam failure (i.e., termination of employment).
6. After a third failure, the officer will be unable to regain site and/or plant access. Since such access is a requirement for a Nuclear Security Officer position, this will result in termination of the officer's employment.
7. Each officer is allowed up to three exam attempts on each GET course exam specified in provision 1 above.

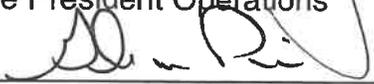


8. Should an officer be terminated from Energy Northwest as a result of losing unescorted access to Columbia due to a third failure of a GET exam, he/she will be eligible for the following, providing all conditions are met. If the individual should apply for an open NSO position within 18 months from his/her termination date, he/she will be eligible to retake the GET exam at the time it is scheduled to be administered to applicants (i.e. six month waiting period has expired), and he/she successfully completes all phases of the NSO selection process up to the final interview (e.g., initial interview, cognitive testing, physical agility testing), in the final interview he/she will be given at least one extra point in the scoring process related to his/her previous employment as an NSO. If there are no open NSO positions within the 18-month period, this provision will expire and no longer have any applicability for the affected individual. Nor will this provision apply if the individual is not successful in making it to the final interview stage of the NSO selection process.

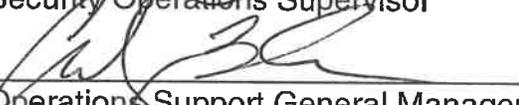
9. This Agreement sets no precedent whatsoever for either USW or Energy Northwest. This Agreement shall continue until modified or cancelled by mutual agreement of the parties.

AGREED BY:

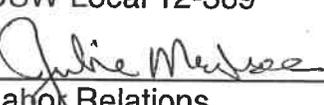
  
Vice President Operations  
Date 12/20/18

  
Training Manager  
Date 8/9/18

  
Security Operations Supervisor  
Date 8/14/18

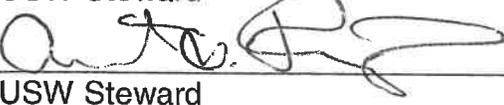
  
Operations Support General Manager  
Date

  
USW Local 12-369  
Date 4/2/19

  
Labor Relations  
Date 3/5/19

  
USW Steward  
Date

  
USW Steward  
Date 08-15-18

  
USW Steward  
Date 08/15/18



**LETTER OF AGREEMENT**  
**by and between**  
**ENERGY NORTHWEST AND USW LOCAL 12-369**  
**NUCLEAR SECURITY OFFICER**  
**PADS ENTRY and RE-INVESTIGATION RELEASE FORMS**  
**2017**

**Interests**

As a result of an order from the NRC (Compensatory Measures for Access Authorization (AA CM)), Energy Northwest is required to enter certain information for all employees with unescorted access into a common database accessible by participating commercial nuclear plants in the United States. The majority of the commercial nuclear industry has chosen the NEI PADS database to meet the NRC order. (Non-participating plants have their own database tracking software.) In addition, the NRC order requires Energy Northwest to do a criminal history check and a credit history check on all employees with unescorted access on a regularly recurring basis, not to exceed five year. Both Energy Northwest and USW Local 12-369 want to meet the NRC orders while protecting employees' privacy, employee's recourse for unauthorized release of confidential information, and NSO's collective bargaining rights.

**Reference Document**

Attached is the seven page document referred to in this Letter of Agreement (LOA). The attached document has been prepared by the Nuclear Energy Institute (NEI) as part of NEI 03-01, Nuclear Power Plant Access Authorization Program, with the intent that it is to be used by all U.S. commercial nuclear plants to meet the NRC orders requiring use of a common database, and criminal history and credit history checks.

**Purpose**

Energy Northwest and USW Local 12-369 renew this LOA to modify and clarify the intent of the attached NEI document.

**Scope and Duration**

This LOA covers all NSOs. This LOA remains in full force until replaced by mutual agreement of the parties or as long as the attached release forms are in use, are considered valid, and/or are in force by Energy Northwest, NEI, the NRC, or other power reactor licensees.

**Terms of Agreement**

1. The term "nuclear power plant" or "NPP" is understood to mean Energy Northwest's Columbia Generating Station.
2. Results of investigations will be available to entities authorized by the NRC only with authorized receipt, and only for authorized uses.
3. Energy Northwest will prevent any unauthorized access to, or use of, personal history information, criminal history, and/or credit history controlled by Energy Northwest (in either Energy Northwest hard copy files or Energy Northwest electronic databases).
4. Energy Northwest will make all reasonable efforts, limited to individuals acting under Energy Northwest's direction or control, to prevent unauthorized access to, or use of, personal history information, criminal history, and/or credit history controlled by the NEI PADS database.
5. The results shared with other power reactor licensees of determinations of individuals' trustworthiness and reliability through PADS will be limited to some or all of the following information:
  - Date unescorted access granted
  - Citizenship



- Date psychological exam completed
- Date criminal history record information (CHRI) received
- Date fitness for duty (FFD) tests collected
- Date background investigation and suitable inquiry completed
- Licensee providing the information
- Company holding the supporting records, if not the licensee
- Whether additional information is held by the licensee
- Date plant access training and behavior observations (BO) training completed
- Date unescorted access authorization (UAA) completed
- Date unescorted access terminated
- Whether access terminated favorably or unfavorably
- Current address
- Height
- Weight
- Eye color
- Hair color
- Gender
- Place of birth (city, state, country)

If additional information is to be shared, advance written notice will be given to Local 12-369 and the affected employees.

6. Access to personal information by Energy Northwest, regulatory agencies, other power reactor licensees, contractors, vendors or agents is limited to a “need to know” basis. Access is limited to authorized parties, and only for determining suitability for unescorted access to a United States domestic licensed nuclear power facility. Energy Northwest is not liable for the way authorized parties use information, or disclosures of information made by authorized parties. Energy Northwest employees retain all rights and privileges to pursue appropriate remedies (i.e. legal action) for unauthorized receipt or use of the employee’s personal information, including credit histories and criminal histories.

The following are considered “authorized parties”:

- Other licensees seeking information required for unescorted access determinations
- NRC employees
- Appropriate law enforcement officials under court order
- The subject employee or his/her representative who has been designated in writing
- Energy Northwest employees who have a need to have access to the information in performing their regularly assigned duties;
- Persons deciding matter on review or appeal
- Persons who have the authority to change personal data in electronic records
- Other persons pursuant to court order

If the list of “authorized parties” changes, advance written notice must be provided to both USW Local 12-369 and affected employees.

7. A separate consent/authorization form must be signed by an Energy Northwest employee who works at another U.S. nuclear generation plant (e.g. for a USA assignment) in order for the other plant to access the employee’s records and issue unescorted access at the other plant.



8. The terms “regulatory agency” or “regulatory agencies” refers only to the U.S. Nuclear Regulatory Commission (NRC).
9. The phrase “in order to do their jobs” means “in order to have unescorted access to the facilities of a power reactor licensee.”
10. The phrase “will be maintained as securely as reasonably practicable” means “will be maintained as securely possible, within reason.”
11. The phrase “will be corrected and/or completed as soon as is reasonably practical” means “will be corrected and/or completed within fourteen business days.”
12. The sole employer of NSO bargaining unit employees covered by this Letter is Energy Northwest.
13. It is recognized that maintaining unescorted access is a condition of employment at Energy Northwest for all NSOs. Certain individuals may feel that they have no choice but to execute the PADS Entry and Re-Investigation Release Forms. Such individuals question whether choosing to execute the Release Forms is a truly voluntary act, without “any threat, duress, or coercion”. Therefore, individuals should recognize that failure to sign the release form is tantamount to losing their job. Nonetheless, the employee does have the ability to decline signing the release forms.
14. Employees shall be informed of their right to review access authorization records about them to assure their accuracy and completeness. Further, the employee must be informed of the basis of any negative access decision. The employee has the right to confront the facts against him or her. Derogatory information obtained from confidential/unnamed sources must be resolved either positively or negatively and this result documented. Information from confidential/unnamed sources must be corroborated before it can be used to deny access.
15. Energy Northwest will have a review process that provides an individual whose unescorted access is denied the opportunity to:
  - Be provided the basis for denial or revocation of unescorted access;
  - Have the opportunity to provide any additional information; and
  - Be provided the opportunity to have the decision, together with any additional information, reviewed by another designated management level Energy Northwest employee who is equivalent or senior to and independent of the individual who made the initial decision to deny, or terminate unfavorably, the employee’s unescorted access.
16. Nothing in this Letter, or the release forms signed by employees, restricts in any way the employees’ rights to recourse through the grievance and arbitration procedure in their collective bargaining agreement.
17. Employees with unescorted access to Columbia Generating Station are required to report any legal action, as defined in SWP-FFD-02, 10 CFR 26.5 and NEI-03-01, to their supervision and an Access Authorization Reviewing Official no later than their next scheduled work day (i.e., work day that the employee is reporting for duty at Columbia Generating Station). Failure to report legal action as required may result in unescorted access being placed on hold, unescorted access being terminated, and/or disciplinary action for the employee.
18. Per NRC regulation, if a determination of fitness is performed by a Substance Abuse Expert (SAE), neither the employee nor the Union may seek a second determination of fitness. New or additional information from other sources (e.g., licensed medical professional) may be submitted to the SAE for possible modification of his/her evaluation and/or recommendations, but only that SAE has authority to make such a modification.

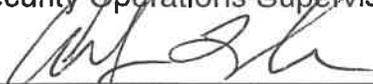


19. Employees may, at their option, have a Union representative with them at an appeal of a decision to deny access authorization for the employee.

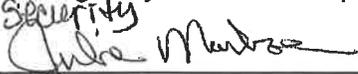
20. This Letter shall continue until modified or cancelled by mutual agreement of the parties. The parties agree that this Letter in no way impacts either party's rights under RCW 41.56 with regard to mandatory or permissive subjects of bargaining.

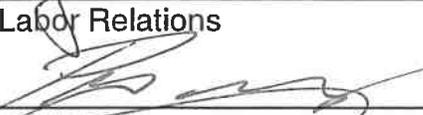
AGREED BY:

  
\_\_\_\_\_  
Security Operations Supervisor  
10/15/18  
Date

  
\_\_\_\_\_  
Operations Support General Manager  
Date

  
\_\_\_\_\_  
Bruce V. Rose  
10/15/18  
Date

  
\_\_\_\_\_  
Julie Mendoza  
3/5/19  
Date

  
\_\_\_\_\_  
Labor Relations  
Date

  
\_\_\_\_\_  
USW Local 12-369  
4/3/19  
Date

  
\_\_\_\_\_  
USW Steward  
05-15-18  
Date

  
\_\_\_\_\_  
USW Steward  
12/12/18  
Date

  
\_\_\_\_\_  
USW Steward  
12/10/18  
Date



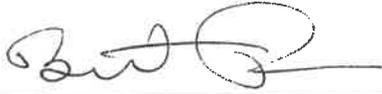
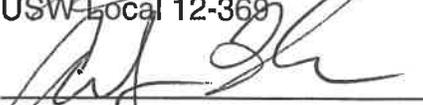
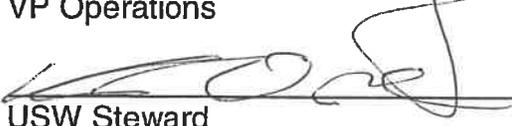
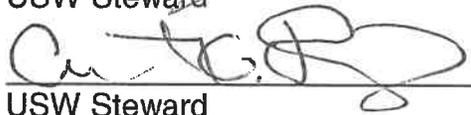
**LETTER OF AGREEMENT  
BY AND BETWEEN  
ENERGY NORTHWEST AND USW LOCAL 12-369  
Nuclear Security Officers  
Tobacco Consumption or Use in the Workplace Policy  
2017**

During the R-20 refueling outage at Columbia Generating Station, Energy Northwest and USW Local 12-369 agreed (per a Letter of Agreement dated March 2011) to a temporary modification of the Tobacco Consumption or Use in the Workplace Policy. At the conclusion of the R-20 outage, the policy on tobacco use and consumption reverted for USW bargaining unit personnel to the policy in effect prior to March 2011, whereby all tobacco use and consumption was prohibited. On a non-precedent setting basis, Energy Northwest has allowed USW bargaining unit personnel to continue using the on-site tobacco use facilities post-outage in order to allow the parties time to discuss this policy further.

The parties subsequently discussed the policy in more detail and agreed to a Letter of Agreement, dated October 2011. The parties wish to renew that Letter as follows:

1. Nuclear Security Officers will be permitted to consume and use tobacco in the workplace on the same terms and conditions as non-bargaining personnel pursuant to GBP-HR-17 and/or any other Energy Northwest policy on the subject, including any revisions or modifications to such policies that may occur from time to time.
2. Allowing NSOs to use and consume tobacco in the workplace sets no precedent and does not establish any past practice.
3. Energy Northwest reserves as a management right to unilaterally alter, change or modify any and all aspects of the policy on tobacco consumption or use in the workplace, including the right to return to a tobacco free workplace whereby all tobacco use and consumption is prohibited (as was the policy in effect prior to March 2011). Should Energy Northwest choose to return to a tobacco free workplace and prohibit all tobacco use and consumption in the workplace, it will provide USW Local 12-369 with 30 days advance written notice of its intent to terminate this agreement and return to the tobacco free workplace in effect prior to March 2011.
4. Either Energy Northwest or USW Local 12-369 may request a modification or amendment to this Letter with 30 calendar days advance written notice. If the parties are unable to reach mutual agreement within the 30 day period, while the parties continue negotiating such amendment or modification and until such time as a satisfactory replacement agreement is mutually agreed to, all NSOs will be prohibited from using or consuming any tobacco in the workplace.



	9/27/18
VP CS/CFO/CRO	Date
	4/3/19
USW Local 12-368	Date
	
Operations Support General Manager	Date
	12/20/18
VP Operations	Date
	
USW Steward	Date
	08-15-18
USW Steward	Date
	08/15/18
USW Steward	Date
	3/5/19
Labor Relations	Date

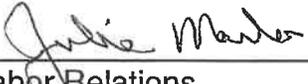


**Letter of Agreement  
by and between  
Energy Northwest and USW Local 12-369  
Nuclear Security Officers  
Identity Theft Insurance  
2017**

Energy Northwest intends to continue offering Nuclear Security Officers (NSOs) the ability to sign up for automatic payroll deductions to purchase and participate in the identity theft benefit protection offered by Energy Northwest. In so doing, it reaffirms the conditions under which the original benefit was offered:

1. Participation in the benefit is entirely voluntary.
2. Offering this service and benefit sets no precedent and does not establish any past practice regarding future benefit programs.
3. Energy Northwest continues to reserve the right to change, modify and/or discontinue this benefit at any time and at its sole discretion with 30 days notice to USW.
4. This agreement will remain in effect for the same period of time the 2016-2020 NSO Bargaining Unit Agreement is in effect.

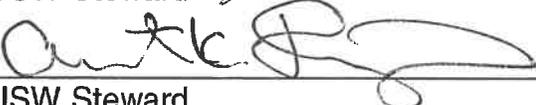
AGREED BY:

 \_\_\_\_\_ 3/5/19  
Labor Relations \_\_\_\_\_ Date

 \_\_\_\_\_ 4/3/19  
USW Local 12-369 \_\_\_\_\_ Date

 \_\_\_\_\_  
USW Steward \_\_\_\_\_ Date

 \_\_\_\_\_ 08-15-18  
USW Steward \_\_\_\_\_ Date

 \_\_\_\_\_ 08/15/18  
USW Steward \_\_\_\_\_ Date

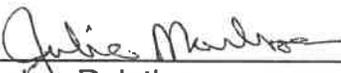


**LETTER OF AGREEMENT  
ENERGY NORTHWEST AND USW LOCAL 12-369  
NUCLEAR SECURITY OFFICERS  
WELLNESS PROGRAM  
2017**

The parties agree to renew this Letter of Agreement according to the following terms for Nuclear Security Officers (NSOs):

1. Participation in the Wellness Program is entirely voluntary;
2. Medical information from the Wellness Program will *not* be used to determine qualifications for any positions at Energy Northwest;
3. This Letter sets no precedent and does not establish any past practice regarding future wellness programs;
4. Energy Northwest reserves the right to change or discontinue the Wellness Program at its sole discretion;
5. This agreement will remain in effect for the same period of time as the 2016-2020 NSO Bargaining Unit Agreement.

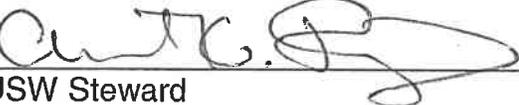
AGREED BY:

  
\_\_\_\_\_  
Labor Relations 3/5/19  
Date

  
\_\_\_\_\_  
USW Local 12-369 4/3/19  
Date

  
\_\_\_\_\_  
USW Steward Date

  
\_\_\_\_\_  
USW Steward 08-15-18  
Date

  
\_\_\_\_\_  
USW Steward 08/15/18  
Date

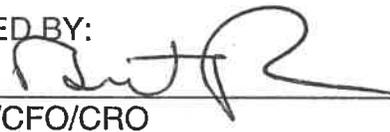


**LETTER of AGREEMENT**  
**by and between**  
**ENERGY NORTHWEST and USW LOCAL 12-369**  
**NUCLEAR SECURITY OFFICER TRAVEL ADVANCES**  
**2017**

Energy Northwest and USW Local 12-369 agree to renew this Letter of Agreement for Nuclear Security Officers (NSOs) as follows:

1. Travel advances will be provided for business travel lasting more than seven (7) business days. The seven days does not include any personal travel in conjunction with business travel.
2. The amount of the travel advance will be the per diem rates times the number of days the employee is travelling. The day leaving will be full per diem for the hotel portion and 75% for the meal portion. As there is no hotel cost on the day of returning, the per diem does not include a hotel portion and is only 75% for the meal portion. Per diem rates for USA assignments are at the rates specified at the time of travel in Federal Travel Regulation: Maximum Per Diem Rates, 41 CFR Chapter 301.
3. Travel authorizations, and accompanying request for travel advance, must be received by Payroll at least ten (10) working days in advance of the date of departure. The travel advance will be issued at least seven (7) working days in advance of the date of departure, unless there are unforeseen circumstances.
4. Employees must complete their expense account within ten (10) calendar days of their return date on their travel authorization.
5. Receipts are required for reimbursement of any expenses not covered by the per diem (e.g. rental cars, gas for rental cars, hotels), except in the case of USA assignments which are based on Federal Lodging, Meal and Incidental per diem rates.
6. The number of days of per diem will be the same as the expected length of the travel. For USA assignments the number of days of per diem will be the same as the number of days identified in the posting used to seek volunteers. Any additional days of travel will be paid when the employee returns and submits his/her expense report.
7. Reimbursement for travel expenses will be by direct deposit.
8. This agreement will remain in effect for the same period as the 2016-2020 NSO Collective Bargaining Agreement.

AGREED BY:

  
\_\_\_\_\_

VP CS/CFO/CRO

8/27/18

Date

  
\_\_\_\_\_

Financial Accounting Manager

8/10/18

Date



Barbara L Bonetti

8/6/18

Business/Financial Analyst

Date

*[Signature]*

1/16/19

USA Site Representative/CFA Manager

Date

*[Signature]*

3/5/19

Labor Relations

Date

*[Signature]*

4/3/19

USW Local 12-369

Date

*[Signature]*

USW Steward

Date

*[Signature]*

08-15-18

USW Steward

Date

*[Signature]*

08/15/18

USW Steward

Date



**ENERGY NORTHWEST  
AND  
USW LOCAL 12-369  
Discontinued Use of Bandoliers  
2017**

Energy Northwest has an interest in discontinuing the use of bandoliers by Nuclear Security Officers (NSOs). The use of bandoliers presents several concerns, including the risk that required ammunition will be removed and left behind.

It is agreed:

1. Only those NSOs listed in No. 4 below will be allowed to continue using bandoliers for so long as they remain continuously employed at Energy Northwest as an officer. Should any of the listed officers leave employment, change jobs, or otherwise cease to be an NSO, his right to use a bandolier will end and not be reinstated should he subsequently return to the position.
2. All other NSOs employed as of the date of this Letter and any NSOs employed thereafter will not be allowed to use a bandolier.
3. The term "bandolier" describes: 1) a magazine pouch on a sling that is worn over the shoulder or around the waist; or 2) a leg pouch that has been modified in some way (e.g., clip) so that ammunition can be removed from the duty belt.
4. NSOs "grandfathered" by No. 1 above are:
  - Ryan Bryant
  - Kevin Bleiler
  - Jonathan Colwell
  - Benjamin Fussner
  - Zane Hebert
  - Maximo Huerta
  - Eric Jones
  - Chris King
  - John May
  - Gordon McCleary
  - Jim Orosco
  - Mick Para
  - Kyle Parham
  - Frederick Rixe
  - Cortland Robinson
  - Jeramy Santos
  - Randy Siekawitch
  - Wesley Hendrickson
  - Isaac Bouse
  - Kyle Doss
  - Taryn Sanders
  - James Andreas, Jr.
  - Bud Long



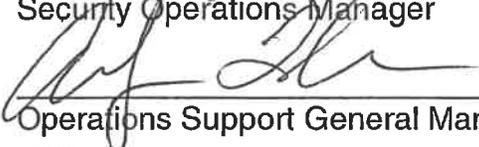
- Juan Marin
- Robert Lookabill
- Shane McAllister
- Matt Vucelick

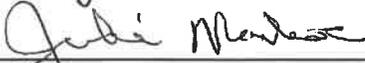
5. This letter will remain in effect indefinitely.

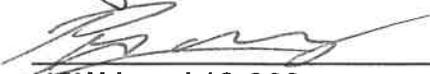
AGREED BY:

  
 \_\_\_\_\_ 8/14/18  
 Security Operations Supervisor Date

  
 \_\_\_\_\_ 08/14/18  
 Security Operations Manager Date

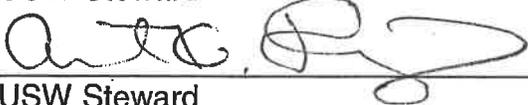
  
 \_\_\_\_\_  
 Operations Support General Manager Date

  
 \_\_\_\_\_ 3/5/19  
 Labor Relations Date

  
 \_\_\_\_\_ 4/3/19  
 USW Local 12-369 Date

  
 \_\_\_\_\_  
 USW Steward Date

  
 \_\_\_\_\_ 08-15-18  
 USW Steward Date

  
 \_\_\_\_\_ 08/15/18  
 USW Steward Date

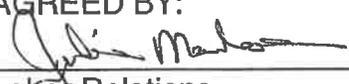


**LETTER OF AGREEMENT  
ENERGY NORTHWEST AND USW LOCAL 12-369  
ROTH 401K PROGRAM  
2017**

Energy Northwest intends to continue offering USW members the ability to participate in the Energy Northwest Roth 401k Program. The parties to this Letter agree to the following terms:

1. Participation in the Program is entirely voluntary;
2. Offering this program sets no precedent and does not establish any past practice for either Energy Northwest or USW Local 12-369;
3. Energy Northwest continues to reserve the right to change, modify and/or discontinue all or part of this Roth 401k program at any time and its sole discretion;
4. This Letter may be terminated by either party with 30 calendar days advance written notice. Should this Letter terminate without a satisfactory replacement mutually agreed to by the parties, USW members will no longer be eligible to participate in the Roth 401k Program.

AGREED BY:

 _____ Labor Relations	3/5/19 _____ Date
 _____ USW Local 12-369	4/3/19 _____ Date
 _____ USW Chief Steward	08/15/18 _____ Date



**SAFETY FIRST**



**ENERGY  
NORTHWEST**

