

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

NAVOPACHE ELECTRIC COOPERATIVE, INC.

Employer,

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 387

Charging Party.

CASE: 28-CA-118333

**BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OR, IN THE  
ALTERNATIVE, FOR PARTIAL SUMMARY JUDGMENT**

The following constitutes the points and authorities in support of Navopache Electric Cooperative, Inc.'s Motion for Summary Judgment or, in the Alternative, for Partial Summary Judgment, and its position herein.

**I. THE ALLEGATIONS IN SECTION 5(a) OF THE COMPLAINT RELATIVE TO NAVOPACHE ELECTRIC COOPERATIVE, INC.'S DIRECTOR ELECTIONS POLICY, #E5.070, MUST BE DISMISSED AS UNTIMELY UNDER SECTION 10(b) OF THE ACT.**

**A. THESE ALLEGATIONS ARE TIME-BARRED UNDER SECTION 10(b) OF THE ACT.**

Paragraph 5(a) of the unfair labor practice Complaint contends that, since on or about June 4, 2013, Navopache Electric Cooperative, Inc. ("NEC") has maintained an overly broad and discriminatory rule, namely, the Director Elections Policy #E5.070. The Director Elections Policy, on its face, is dated December 22, 1993. And again, on its face, the Policy indicates it was modified on December 18, 2002. A true and accurate copy of the Director Elections Policy is attached as Exhibit "B" to the Affidavit of Charles Moore ("Moore Affidavit"), which is

attached hereto as Exhibit “1” and made a part hereof. This paragraph of the Complaint, in essence, challenges a rule promulgated over twenty years ago and modified over one decade ago. The Complaint declares that the Charge in this proceeding was filed by the Union on December 4, 2013, with the First Amended Charge filed by the Union on January 31, 2014. (Paragraph 1(a)(b) of the Complaint).

There can be no question that these allegations are totally time-barred. Section 10(b) of the Act declares, “...no Complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board...” These allegations must be stricken from the Complaint and dismissed. The time-barred nature of these allegations is indisputable.

**B. THE ALLEGATIONS SET FORTH IN PARAGRAPH 5(a), 5(d), AND 5(e) MUST BE DISMISSED BECAUSE THEY ARE CONTRARY TO RELEVANT, CONTROLLING NLRB AND APPELLATE COURT CASE LAW.**

Paragraph 5(a) does not make out any violation of federal labor law. The policy in issue is neither overly broad nor discriminatory.

Both the Supreme Court and the NLRB have so ruled on similar or like fact patterns. In *Eastex, Inc. v. NLRB*, 437 U.S. 556 (1978), the Supreme Court, in a footnote, references *Ford Motor Company*, 221 NLRB 6363, 666 (1975), en f’d. 546 F.2d 418 (3<sup>rd</sup> Cir. 1976), reciting its holding that a distribution on employer’s premises of a “clearly political tract” is “unprotected.” The Supreme Court also references *Ford Motor Co. (Rouge)*, 233 NLRB 698, 705 (1977) in the same footnote. In particular, the decision of the Administrative Law Judge (“ALJ”) is noted there. The ALJ reflects the concession by the NLRB’s General Counsel on the state of the law, i.e. that distributions on employers’ premises of literature urging participation in a Communist Party celebration and of the Party’s newspaper are unprotected by the Act.

Very significantly for our purposes here, one year later, the NLRB, in *Firestone Steel Products Company*, 244 NLRB No. 148 (1979), highlighted the Supreme Court's decision in *Eastex, supra*, and emphasized that the Supreme Court had cited, with approval, the Board's decision in *Ford Motor Company, supra*, characterizing that holding as finding "purely political tracts" sufficiently removed from the employees' interests as employees so as to place such distribution beyond and outside the protective compass of mutual aid. Put another way, the Act does not provide a safe haven for such conduct.

Turning to the facts before it in *Firestone, supra*, the NLRB examined the leaflets at issue, characterizing them as "purely political tracts." Both related to statewide elections in Michigan. The first supported the candidacies of two individuals running for election to the Michigan Supreme Court. The second supported the candidacies of two other individuals, one running for Governor in the State of Michigan, and the other running for United States Senator for the State of Michigan. The Board concluded that in neither case can such leaflets be found to relate to employee problems or concerns as employees. Thus, the Board held that the leaflets sought to be distributed on the employer's premises were not protected and the employer's refusal to allow their distribution was not in violation of the Act.

Finally, in *Local 174 UAW v. National Labor Relations Board, Firestone Steel Products Company*, 645 F.2d 1151 (D.C. Cir. 1981), the District of Columbia Court of Appeals agreed with the Board's above-described conclusion that the principal thrust of the leaflets at issue was to induce employees to vote for specific candidates, not to educate them on political issues relevant to their employment conditions. In the words of the Court, "We conclude, as did the Board, that [this conduct] falls securely on the unprotected end of the spectrum." (Emphasis

added). Thus, electioneering by employees for candidates for election, such as for NEC directors, is not protected by the Act.

It is also noteworthy that the Director Elections Policy covers employees and also certain non-employees, i.e., the spouses of NEC employees or their cohabitants during director elections. Quite clearly, given the lawfulness of this policy under NLRB and appellate court law insofar as it applies to NEC employees, such policy applies *a fortiori* to those mentioned who do not enjoy an employee-employer relationship with NEC. Unlike cases such as *Praxair Distribution, Inc.*, 357 NLRB No. 91 (2011), where the Board applied a “spousal conduit” inference, there is no indication or evidence whatsoever that NEC attempted to use the non-employee spouse, or for that matter, cohabitant, as a conduit to the employees for a coercive, threatening message. Conduct lawful with respect to NEC’s own employees is certainly lawful with respect to non-employees related or closely associated with the employees through co-habitancy. Further, non-employee spouses or cohabitants have no rights under the Act. *NLRB v. Babcock Wilcox*, 351 U.S. 105 (1956).

There is then utterly no basis for the allegations set forth in Paragraph 5(d), (e) of the Complaint. NEC disciplined Mr. Hamblin in the lawful exercise of its managerial prerogatives, i.e., enforcing a lawful policy under federal labor law. See too, Section 10(c) of the Act and the legality of “for cause” discipline.

**II. THE ALLEGATIONS RELATIVE TO A CLAIMED REFUSAL TO PROVIDE RELEVANT INFORMATION ARE ALSO TIME-BARRED UNDER SECTION 10(b) OF THE ACT AND ARE OTHERWISE MERITLESS AND MUST BE DISMISSED.**

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Paragraph 7(d)(1-7 inclusive), paragraph 7(e), and paragraph 7(f) of the Complaint allege a failure on the part of NEC to provide information “necessary for and relevant to the Union’s

performance of its duties as the exclusive collective bargaining representative of the Union.” Paragraphs 7(d), (f) of the Complaint highlight specific dates, namely, March 29, 2013, and June 4, 2013. March 29, 2013, is the date upon which it is alleged that the Union requested that NEC provide the Union with certain information; June 4 is the benchmark for NEC’s claimed refusal to provide relevant information. (Paragraph 7(d) (1-7 inclusive)).

The Union anchors its claim for information on its representation that, “in light of Navopache’s proposals to eliminate or substantially change employee retirement plans, the Union requests the following information...” See Section 7(d) of the Complaint. NEC stresses that these dates, March 29, 2013, and June 4, 2013, are more than six months from the date on which the Charge in this matter was initially filed, namely, December 4, 2013. All these events, therefore, are time-barred violating, as they do, the National Labor Relations Act’s statute of limitations. See Section 10(b) of the Act.

Furthermore, as is established in Moore Affidavit, attached hereto as Exhibit “1” and incorporated by this reference, NEC did not, in fact, propose the elimination or substantial change in employee retirement plans. (Moore Affidavit, ¶ 5). Therefore, the entire underlying premise and predicate for the Union’s claim for the information sought is fallacious. As Mr. Moore, the CEO of NEC, at all times relevant, explains in his Affidavit: “At no time did NEC propose the elimination or substantial revision of NEC’s retirement plans.” (Moore Affidavit, ¶ 5). “Nor did the Union pursue its information requests in any way at any time within six months preceding these unfair labor practice charges.” (Moore Affidavit, ¶ 7).

As stated in the unfair labor practice Complaint, Paragraph 7(b), the parties have a labor contract, effective June 13, 2013, to November 1, 2015, and, as demonstrated in the Moore Affidavit, the parties reached agreement several weeks earlier, before actually signing the

collective bargaining agreement on June 13, 2013. (Moore Affidavit, ¶¶ 6 and 7). Of course, once the agreement was reached, any arguable or putative need for the information sought by the Union disappeared. The collective bargaining had concluded. The sole purpose invoked by the Union for seeking such information was to assist it in the course of collective bargaining. Interestingly, as also established in Moore Affidavit, the Union did not condition its acceptance on any labor agreement on NEC supplying the information related to employee retirement plans, at a later date, after reaching the labor agreement. There was no such caveat, qualification, or reservation by the Union. (Moore Affidavit, ¶¶ 5, 6, and 7). Both sides signed the agreement, as reflected in Exhibit “A” in the Moore Affidavit. (Moore Affidavit, ¶ 6).

It is also noteworthy that NEC provided information responsive to the information request, to the extent it had such information in its possession. (See, Moore Affidavit, ¶ 5). It did not (and could not) provide any information not in its possession, but rather in the control and custody of third parties.

In short, the allegations in paragraph 7(d)(1-7 inclusive), paragraph 7(e), and paragraph 7(f) must be dismissed due to Section 10(b) and its statute of limitations and because the Union requested information irrelevant to the collective bargaining, rooted in false premises as to NEC proposals. This request was further not pursued by the Union. (Moore Affidavit, ¶ 7). At this late date, any such information would be of academic interest only. The parties have a labor agreement in place and this agreement currently provides for employee retirement plans as mutually agreed upon and expressed in the parties’ current collective bargaining agreement. (Moore Affidavit, Exhibit “A”).<sup>1</sup>

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<sup>1</sup> It is critical to note that, on April 3, 2014, counsel for the General Counsel, Fernando Anzaldua, advised counsel for the parties that he intended to withdraw the information request allegations from the Complaint, namely paragraphs 7(d), 7(e), and 7(f). Thus, these above allegations will, in any event, be withdrawn.

**III. THE COMPLAINT ALLEGATIONS RELATIVE TO A NEW HEALTH INSURANCE POLICY FOR UNIT EMPLOYEES FOR CALENDAR YEAR 2014, HEALTH SAVINGS ACCOUNT FUNDED BY NEC FOR CALENDAR YEAR 2014, A NEW CELL PHONE USAGE POLICY, A NEW SOCIAL MEDIA POLICY, REVISED FIREARMS/DEADLY WEAPONS POLICY, AND REVISED SUBSTANCE ABUSE POLICY HAVE ALL BEEN MUTUALLY AGREED UPON BY THE UNION AND NEC AND MUST BE DISMISSED.**

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**A. LEGAL CONSIDERATIONS.**

The Complaint, at paragraph 7(i) (1-6, inclusive), paragraph 7(j) (1-6, inclusive), paragraph 7(k), and paragraph 7(l) must be dismissed. Inasmuch as the above-described policies are not in issue between the Union and NEC in that mutual agreement has been reached by NEC and the Union, the litigation of these matters will necessarily engender needless friction, dispute, and controversy where none now exists and serves no useful purpose. The Moore Affidavit specifically describes the agreements reached by the parties on these above-described policies. (Moore Affidavit, ¶ 8). Seeking to unravel and undermine the parties' mutual agreements ill serves the policies and purposes of the National Labor Relations Act, as amended. The Board has addressed such situations before. Matters that have little or no meaning effectuating the purposes or policies of the Act should not be prosecuted. See, *American Federation of Musicians, Local 76, AFL-CIO (Jimmy Wakely Show)*, 202 NLRB 620 (1973).

In *American Federation of Musicians, supra*, the Board makes the totally logical and sensible point, even more applicable today, "It seems to us that the alleged misconduct here is of such obviously limited impact and significance that we ought not defined and arises to the level of constituting a violation of our Act. The Board's rising case load and the problems involved in handling it could be alleviated if cases of this type are not processed." Likewise, the United States Court of Appeals for the District of Columbia declared, "We are once again presented by the Board with one of those 'infinitesimal small abstract grievances [that] must give way to

actual and existing legal problems if courts are to dispose of their heavy calendars.” *Dallas Mailers Union Local 143 v. NLRB*, 445 F.2d 730, 733 (1971). Moreover, the court opined that the Board also “could very well be spared the time-consuming energy necessarily exhausted in the determination of [this] type of dispute.” *Id.* 445 F.2d at 735. The court then went on to conclude, “Under the circumstances, why the General Counsel filed this charge and the Board persists in this litigation is difficult to understand.” Accordingly, the court denied enforcement of the Board’s order. *Dallas Mailers Union Local 143, supra*.

The thrust, effect, and force of this controlling NLRB and appellate court case law are especially apt and significant in the setting and context of this matter. The same result should obtain here: dismissal of these allegations.

All, or nearly all, of the matters alleged in the unfair labor practice Complaint as violations of the Act have already been grieved by the Union and are awaiting arbitration. (See, Moore Affidavit, ¶ 9, Exhibit “F”). These matters must be deferred to the parties’ grievance and arbitration procedures under the *Collyer-Dubo* doctrine.

**IV. ALLEGATIONS RELATIVE TO JEREMY HELLMAN IN PARAGRAPHS 6(a), (b), (c) OF THE COMPLAINT FAIL TO ESTABLISH A VIOLATION OF THE ACT.**

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The NLRB unfair labor practice Complaint also alleges that Jerry Hellman was removed from 7-day callout due to his alleged Union or concerted activity or to discourage employees from engaging in these or other concerted activities. See Paragraph 6(a), (b), (c). This is untrue. Such callout was no longer necessary. As a consequence, NEC removed both Mr. Hellman and a salaried, non-unit employee from this unnecessary, costly callout status for bona fide, legitimate business reasons. Mr. Hellman was removed from these duties totally irrespective of any alleged Union or concerted activity and was treated just like the salaried, non-unit employee about whom

there is no allegation of Union or concerted activity. *Wright Lines*, 251 NLRB 108 (1980). (Moore Affidavit, ¶ 10).

**V. COLLYER-DUBO DEFERRAL TO THE PARTIES' GRIEVANCE-ARBITRATION PROVISIONS OF THE ALLEGATIONS SET FORTH IN THE COMPLAINT AND DISMISSAL OF THE COMPLAINT.**

**A. EXPLANATION OF NLRB DEFERRAL DOCTRINE.**

NEC invokes the *Collyer*, 192 NLRB 837 (1971), *Dubo*, 142 NLRB 431 (1963), doctrine, which has long been a feature and hallmark of NLRB law. The matters which are the subject of these unfair labor practices charges are cognizable under this doctrine. Therefore, the Complaint should be dismissed and the matters alleged in the Complaint directed to the parties' grievance-arbitration described in the current labor agreement. Once again, the primacy of arbitration and the resolution of labor disputes where the employer and Union are parties to a collective bargaining agreement cannot seriously be questioned.

At least since the Supreme Court's seminal decisions in the Steelworkers' Trilogy over fifty years ago, there has been little doubt that the Court has favored arbitration as the preferred method for resolving labor disputes where such forum is available to the parties. In *Collyer*, *supra*, itself, the Board declared, "The Board's authority, in its discretion, to defer to the arbitration process has never been questioned by the Courts of Appeals or by the United States Supreme Court." Continuing, the Board, in *Collyer*, declared that the Act is primarily fashioned to promote industrial peace and stability by encouraging the practice and procedure of collective bargaining. Experience has demonstrated to the Board that collective bargaining agreements providing for final and binding arbitration of grievances and disputes arising thereunder contribute significantly to the attainment of the statutory objective of avoiding industrial strife.

See too, the Supreme Court's endorsement of the Collyer doctrine in *W. E. Arnold Co. v. Carpenter's District Council of Jacksonville and Vicinity*, 417 U.S. 12, 16-17 (1974).

The various matters set forth in the IBEW's unfair labor practices charges are cognizable under the parties' labor agreement. In particular, and without limitation, Article III, Article V, Article VI, Article VII, and Article VIII, among others, address the same topics or subject matters now at issue by virtue of the unfair labor practice Complaint. (Moore Affidavit, Exhibit "A").

The grievance procedure is very broad and expansive. A grievance is defined in an open-ended manner under this labor agreement: "A grievance shall be considered as any complaint on the part of an employee or employees regarding the treatment they receive from fellow employees, dissatisfaction with working conditions or any action on the part of the Cooperative which is believed to be in violation of this agreement." See, Article VII. (Moore Affidavit, Exhibit "A"). NEC will not assert any time limits which might preclude a matter deferred to the grievance/arbitration procedure from being heard.

The Board's doctrine of pre-arbitral deferral is essentially based upon twin policy goals: promoting collective bargaining and advancing private dispute resolution. See, *United Technologies Corp.*, 268 NLRB 557, 558-59 (1983); *Collyer Insulated Wire*, 192 NLRB 837, 840, 842 (1971). As long as an alleged violation of the Act is arguably covered by the parties' grievance and arbitration agreement, the Board will defer the dispute to the parties' internal grievance judgment process if certain conditions are met. For example, as here, the arbitration clause clearly covers the issues in dispute and, as noted above, the employer is willing to arbitrate the dispute.

The NLRB has explained that it is fundamental to the concept of collective bargaining that the parties to a contract be bound by the terms of their agreement and that it would be detrimental to preempt that agreement. As the Board reasoned in *United Technologies Corp.*, “Dispute resolution under the grievance/arbitration process is as much a part of collective bargaining as actively negotiating the contract.” *United Technologies Corp.*, *supra*, at 559.

**B. REASONS UNDERLYING NLRB DEFERRAL POLICY.**

Federal policy seeks to nurture voluntary arbitration and dispute settlement. See, *United Technologies Corp.*, *supra*. There are any number of other reasons for deferring unfair labor practice charges.

First, in Section 8(a)(5) cases, the issue is whether the employer had a contractual right to take the action challenged and such case turns entirely on contract interpretation. See, *Ray Robinson Chevrolet*, 228 NLRB 828, 832 (1977). Second, the Board has further held that contract interpretation can better be resolved by arbitrators with special skill and experience in deciding matters arising under established bargaining relationships than by the application of the Board of a particular provision of the Act. See, *Collyer Insulated Wires*, *supra*, at 839. Third, arbitration is often faster and more efficient than NLRB processes. See, *Collyer Insulated Wires*, *supra*, (strongly suggesting arbitration can be more expeditious than NLRB administrative or judicial processes). See too, *14 Penn Plaza, LLC v. Pyett*, 129 S.Ct. 1456, 1471 (2009).

Finally, the Board has indicated it will defer to the parties’ contractual dispute resolution process so long as the arbitration procedures are workable and freely resorted to. See, *United Technologies Corp.*, *supra*. And, even in cases where the employer has arguably interfered with the contractual dispute resolution process, the Board will nonetheless defer so long as the process

can still resolve disputes.<sup>2</sup> See, *United Aircraft Corp.*, 204 NLRB 879-80 (1972) (determining that isolated threats against and harassing shop stewards do not render the arbitration process “unpromising or futile” and deferral was still appropriate), *United Aircraft Corp.*, 204 NLRB 879 (1972), enf’d. sub. nom. 700, *International Association of Machinists & Aerospace Workers v. NLRB*, 525 F.2d 237 (2<sup>nd</sup> Cir. 1975).<sup>3</sup>

## VI. CONCLUSION.

For the foregoing reasons, NEC respectfully seeks the full, complete, and total dismissal of this matter, and all allegations reflected in the Complaint, through the granting of its Motion for Summary Judgment. All allegations set forth in the Complaint must and should be deferred to the grievance and arbitration provisions of the parties’ labor agreement, consistent with the teachings of *Collyer-Dubo*, or, in the alternative, NEC seeks the granting of its Motion for Partial Summary Judgment: that the following paragraphs of the unfair labor practice Complaint be dismissed: Paragraph 5(a), 5(d), 5(e); Paragraph 6(a), (b), (c); Paragraph 7(d) (1-7 inclusive); Paragraph 7(e); Paragraph 7(f); Paragraph 7(i) (1-6 inclusive); Paragraph 7(j) (1-6 inclusive); Paragraph 7(k); Paragraph 7(l); and any and all other allegations of the Complaint that are related to, connected with, or associated with these allegations, including, but not limited to Paragraphs 8, 9, 10, and the remedy allegations set forth following paragraph 11 of the Complaint. They necessitate dismissal for the reasons and authorities invoked herein.

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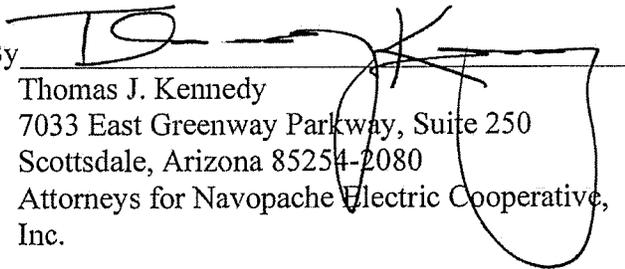
<sup>2</sup> In *Fleming Companies*, 332 NLRB at 1089 (2001), the NLRB held that grievances resolved through arbitration “...evidence a more mature and less contentious relationship than typically exists between charging parties and respondents in unfair labor practice cases.”

<sup>3</sup> Such facts dealing with threats or interference are totally absent in this fact pattern. Thus, this case applies a fortiori. The facts before the Region are even more compelling and supportive of deferral. In short, the Board has very vigorously promoted the use of the parties’ grievance and arbitration procedures to resolve controversies between them and cautioned that the Board should stay its hand and give these processes, fashioned by the parties, full play and every opportunity to succeed.

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Respectfully submitted April 7, 2014.

SHERMAN & HOWARD L.L.C.

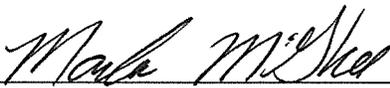
By   
Thomas J. Kennedy  
7033 East Greenway Parkway, Suite 250  
Scottsdale, Arizona 85254-2080  
Attorneys for Navopache Electric Cooperative,  
Inc.

## CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2014, a true and correct copy of the foregoing **BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, FOR PARTIAL SUMMARY JUDGMENT** was filed using the NLRB e-filing system and served upon the following by depositing a copy of same in the United States Mail, postage pre-paid, and via e-mail transmission, as follows:

Michael J. Keenan  
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3838 N. Central Ave., Suite 1720  
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\_\_\_\_\_  
Marla McGhee

# **Exhibit “1”**

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

NAVOPACHE ELECTRIC COOPERATIVE, INC.

Employer,

and

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 387

Charging Party.

CASE: 28-CA-118333

**AFFIDAVIT OF CHARLES MOORE**

STATE OF ARIZONA        )  
                                  ) ss  
COUNTY OF NAVAJO     )

I, Charles Moore, being first duly sworn upon my oath, depose and state, as follows:

1. This Affidavit is based upon my personal knowledge.
2. I am the Chief Executive Officer of Navopache Electric Cooperative, Inc. (“NEC” or “the Cooperative”), and have held this position at all times relevant. As such, I am responsible for all activities and operations of NEC of whatever nature, character, or type, including all labor relations matters, negotiations, collective bargaining, grievances, or the like, subject to oversight by NEC’s Board of Directors (“Board”). I report directly to the Board. I am personally knowledgeable of NEC’s policies, rules, practices, and procedures.
3. I personally meet or direct my direct reports, including Ms. Natalie Stobs, Manager of Human Resources, at all times relevant, to meet with IBEW Local 387 (“Union”) representatives to discuss areas of mutual interest, such as wages, hours, and conditions of

employment, as needed or desirable. These discussions are aimed at reaching mutual understandings or agreements or, at minimum, a better understanding of the Union's point of view. NEC has recognized the Union since 1977 as the exclusive collective bargaining representative for unit employees and this recognition is reflected in a series of labor agreements, exemplified, and illustrated most recently, by a collective bargaining agreement between the parties, effective June 13, 2013, to November 1, 2015. I attach hereto and make a part hereof a true copy of this labor agreement as Exhibit "A."

4. In the Complaint and Notice of Hearing issued by the NLRB on or about January 31, 2014, it is alleged that NEC's Directors Election Policy No. E5.070 is "overly broad" and "discriminatory." This Policy was created on December 22, 1993, and modified on December 18, 2012. I attach hereto and make a part hereof a true copy of the Director Elections Policy No. E5.070 as Exhibit "B." Since the promulgation of the Policy, as noted above, the Union has been the recognized collective bargaining agent of unit employees and a signatory to a series of collective bargaining agreements with NEC. This above-mentioned Policy was never grieved or objected to by the Union, from the time of its creation in 1993 up to and including when it was later modified in 2002 or subsequently. Nor was any unfair labor practice charge ever filed by the Union or any party relative to the aforementioned Directors Election Policy, its application, maintenance, or enforcement, prior to the unfair labor practice charges filed in this matter, on or about December 14, 2013, and later, as amended, on January 21, 2014, even though it has been in effect for over two decades. There is no history of this Policy ever having been applied or administered to any non-employee spouses of employees or cohabitants of employees, who, like NEC employees, are covered by the Policy.

5. The unfair labor practice Complaint also alleges that since March 29, 2013, the Union requested certain information of NEC allegedly “in light of Navopache’s proposal to eliminate or substantially change employee retirement plans.” (See, paragraph 7(d)(1-7) inclusive, and paragraph 7(e),(f)). This request for information arose during the course of the negotiations antecedent to the parties’ current labor agreement, referenced in paragraph 3 above. At this time, I directed NEC’s bargaining team. I approved NEC proposals, during the collective bargaining preceding the current labor agreement, effective, as described above, from 2013-2015, for potential inclusion in the ultimate labor agreement. At no time did NEC propose the elimination or substantial revision of NEC’s retirement plans. Further, NEC lacked any number of the materials sought in the Union’s information request in that they were in the custody of third parties, who NEC does not control. NEC’s Manager of Human Resources provided the Union with materials responsive to the Union’s March 29, 2013 information request, to the extent they were in the control or custody of NEC.

6. In any event, the parties, NEC and the Union, reached an agreement effective June 13, 2013, including an employee retirement plan (see Exhibit “A”, Article V(b), (c)), with no qualifications or reservations by the Union that its consent and approval to the current labor agreement hinged on all information sought in its information request being provided at some later date.

7. Following the request for information on or about March 29, 2013, and NEC’s response described in paragraph 5 above, the Union failed to pursue these requests for information during negotiations in any way and at any time within the six months preceding the filing of these unfair labor practice charges. The unfair labor practice Complaint alleges that, since June 4, 2013, NEC has failed and refused to furnish the information requested to the

Union. Yet, the parties had already reached agreement weeks earlier by this time, that is, June 4, 2013, and the labor agreement was signed by the parties on June 13, 2013, less than ten days later.

8. The unfair labor practice Complaint also alleges that NEC unilaterally implemented the following terms and conditions of employment: (See, Complaint ¶ 7(i) (1-6), inclusive; ¶ 7(j) (1-6), inclusive; ¶ 7(l) (1) a new health insurance plan for unit employees for calendar year 2014; (2) a health savings account funded by NEC for calendar year 2014; (3) a new cell phone usage policy; (4) a new social media policy; (5) a revised firearms/deadly weapons policy; and (6) a revised substance abuse policy. NEC reached agreement on the firearms/deadly weapons policy, social media policy, and substance abuse policy on December 17, 2013, at a meeting between the Union and NEC. Also, at the December 17, 2013 meeting between the Union and NEC, the 2014 health insurance policy was mutually agreed upon, pending NEC's written assurance that employees under the plan who may suffer an accident or catastrophic injury or illness may request an expedited employer contribution. This assurance was given, satisfying this Union request, thereby creating an agreement by the two parties on health insurance for unit employees for calendar year 2014. The health savings account is an integral part of the NEC 2014 health insurance plan and was therefore included within the parties' agreement on the NEC health insurance plan for unit employees for 2014. On January 23, 2014, the cell phone usage policy was mutually agreed upon by the Union and NEC. I am attaching hereto a true copy of Ms. Stobs letter to Mr. Vandever, Business Manager for the Union, dated December 18, 2013, and a true copy of Mr. Vandever's letter to Ms. Stobs of December 19, 2013, and a true copy of a letter dated February 13, 2014, from Mr. Vandever of the Union to me relating to the present discussions and agreements on these terms and conditions

of employment. I incorporate, as part of this Affidavit, a true copy of each of these letters as Exhibits “C,” “D,” and E,” respectively.

9. As is indicated in NEC’s letter to Mr. Vandever dated December 18, 2013, and Mr. Vandever’s letter dated December 19, 2013, to NEC, the Union has already grieved, in Grievance N25 (See, e.g., Exhibits “C,” and “D,” respectively), the various policies at issue in the unfair labor practice Complaint. I further attach hereto and make a part hereof a true copy of Grievance N25 as Exhibit “F,” describing more fully the scope of the Union’s grievance (N25). Indeed, an arbitrator has already been selected by the parties and arrangements for the arbitration are presently pending scheduling.

10. The NLRB unfair labor practice Complaint also alleges that Jeremy Hellman was removed from 7-day callout due to his alleged Union or concerted activity or to discourage employees from engaging in these or other concerted activity. See Paragraphs 6(a), (b), (c) of the Complaint. This is untrue. Such callout was no longer necessary. As a result, NEC removed both Mr. Hellman and a salaried, non-unit employee from this costly unnecessary callout status for bona fide, legitimate, non-discriminatory business reasons. Mr. Hellman was removed from this status totally irrespective of any alleged Union or concerted activity and was treated just like the salaried, non-unit employee about whom there is no allegation of Union or concerted activity in the Complaint.

11. The foregoing outlines my personal knowledge of these matters. I authenticate all of the foregoing exhibits, which are either NEC business records maintained in the regular course of its business, or based upon my personal knowledge, or both.

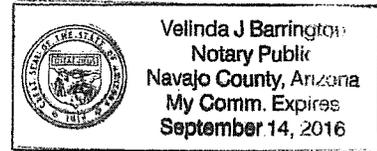
Dated this 1<sup>st</sup> day of April, 2014, at Lakeside, Arizona.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Charles Moore

Sworn to and subscribed in my presence this 1<sup>st</sup> day of April, 2014, by Charles Moore.

  
\_\_\_\_\_  
Notary Public



# **Exhibit “A”**

LABOR AGREEMENT  
Between

NECO  
NAVOPACHE ELECTRIC  
COOPERATIVE, INC.

And



LOCAL UNION NO. 387  
I.B.E.W.

Revised 2012

IBEW LOCAL UNION 387  
AGREEMENT BOOK  
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## **AGREEMENT**

THIS AGREEMENT entered into this 1<sup>st</sup> day of November, 2012 between NAVOPACHE ELECTRIC COOPERATIVE, INC., a non-profit organization, organized under the laws of the State of Arizona and located at Pinetop-Lakeside, Arizona, hereinafter referred to as the "COOPERATIVE", and LOCAL UNION NO. 387, of Phoenix, Arizona of the IBEW, hereinafter referred to as the "UNION", covering all classifications covered by Exhibit "A" and Exhibit "B", attached hereto and made a part hereof.

This contract will remain in force for three (3) years.

### **ARTICLE I Basic Understandings**

**Section 1:** During the term of this Agreement, and during any period of time while negotiations are in progress between the parties hereto for the extension or renewal of this Agreement, the Cooperative agrees that there will be no lockout.

**Section 2:** During the term of this Agreement and during any period of time while negotiations are in progress between the parties hereto for the extension or renewal of this Agreement, the Union agrees on behalf of itself and each of its members that there will be no authorized concerted failure to report to work, cessation or interruption of work, slow-down, strike, boycott, or any other type of organized interference, coercive or otherwise, with the Cooperative's business, and the provisions of Article VII do not apply to this Section.

The Cooperative agrees, as part of the consideration for this Agreement, that the Union shall not be liable for damages for unauthorized stoppages, strikes, intentional slow-downs or suspensions of work in the Cooperative's service, if:

(a) The Union gives written notice to the Cooperative and the Union Steward as soon as possible, given all circumstances, of such action that it has not authorized the stoppage, strike, slow-down, or suspension of work;

(b) Copies of the notice described in (a) above are posted immediately by the Union Steward and the Cooperative on the bulletin board(s).

(c) The Union further cooperates with the Cooperative in getting the employees to return and remain at work.

It is recognized that the Cooperative has the right to take disciplinary action, including discharge, against any employees who engage in any unauthorized stoppage, strike, intentional slow-down or suspension of work, subject to the Union's right to present a grievance on such discipline in accordance with Article VII of the Agreement in cases in which an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such unauthorized action.

**Section 3: Recognition.** The Union is recognized as the exclusive bargaining agency for employees as covered by Exhibit "A" and Exhibit "B" attached hereto. Subject to and under the provisions of Article VII of this Agreement, representatives of the Cooperative will meet with the Union in reference to grievances which may arise during the term of this Agreement, but nothing in this Agreement shall prevent or preclude any employee from going to the Cooperative's representative respecting matters relating to himself/herself.

However, nothing in this Section shall be construed as to prevent the grievance committee person, committee, or shop steward from taking the matter up with his/her immediate supervisor, or Department Manager, or the designated representative of management, or in his/her absence, the Chief Executive Officer.

**Section 4: Hiring.** When the Cooperative requires any new employees of any classification included in this Agreement, the Cooperative may request the Business Manager of the Union to send qualified persons to fill the Cooperative's requirement, or the Cooperative may fill its own requirements through its own personnel department.

**Section 5: Equal Employment Opportunity.** The Cooperative and the Union agree with the principle of equal employment opportunity in all personnel actions. No term or condition of this Agreement will be applied contrary to, or as an impediment to complying with, the requirements of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1964, or any other applicable Federal or State Law, regulation or executive order relating to equal employment opportunity.

**ARTICLE II**  
**Introduction - Recognition of Public**  
**Safety - Service and Pledge of Cooperation**

**Section 1: Recognition of Public Service.** The Cooperative is engaged in public service requiring continuous cooperation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Cooperative and its bargaining unit members of said Local Union No. 387.

**Section 2: Best Efforts Agreement by Union.** The local union agrees for bargaining unit members, who are employees of the Cooperative, that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Cooperative and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Cooperative in the protection of its service to the public at all times.

**Section 3: Pledge of Cooperation and Confidentiality.** The Cooperative and the Union agree that they will cooperate in their mutual efforts to promote harmony and efficiency among the Cooperative's employees. The Union and the employees covered under this Agreement pledge that they shall keep all Cooperative business information -- except that which they are required to make public -- confidential from third parties, including but not limited to customer's credit information.

**Section 4: Avoidance of Public and Personal Danger.** Nothing in this Agreement is intended or shall be used to violate any law or safety standard, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the Cooperative, or an employee.

**Section 5: Classifications.** There shall be no other classifications of work or rates of pay than those included in Exhibits "A" and "B" for employees within the bargaining unit, except, and notwithstanding herein, the Cooperative may at any time increase the pay of any individual employee when the Cooperative considers the work of such employee entitles them to such an increase.

Where such an increase is given by the Cooperative to an employee, the classification of the employee will be changed or, when necessary a new classification established and such an increase shall not be considered a precedent for increasing the pay to others in the same classification. Additional classifications may be added to Exhibits "A" and "B" at any time upon mutual agreement, and in writing, between the Cooperative and the Union.

**ARTICLE III**  
**General Working Rules**  
**Hours of Work, Job Classifications**

The following general working rules are divided into sections which apply either to Exhibit "A" employees or Exhibit "B" employees exclusively and those provisions which apply mutually and in common to both Exhibit "A" and Exhibit "B" employees.

**A. Provisions which apply only to Exhibit "A" employees:**

**Section 1:**

(a) All framing of poles shall be done by Journeyman Lineman and Apprentices. The erection of poles shall be done by regularly constituted line or pole crews and Apprentices. Every pole crew shall carry at least one Journeyman Lineman. The erection of bolted transmission line towers and substation structures shall be done by regularly constituted crews consisting of a qualified Journeyman Linemen or Journeyman Substation Maintencemen, or both.

(b) All transformer repairing and testing, winding coil, meters and transformers, repairing, construction and assembling of electrical equipment maintaining, repairing and making additions to wiring systems, switchboard, switching equipment and wired communications systems shall be done by Journeyman electrical workers assisted by their Apprentices or Helpers, when needed.

**Section 2: Weather Conditions.** Employees reporting for work will not have pay deducted because of weather conditions when the Department Manager(s) directs that no field work be undertaken. However, it is understood that such employees may be held at headquarters pending trouble calls, or may be employed in other miscellaneous work at headquarters. The Cooperative will not require its employees covered in this Agreement to work continuously out of doors during rainy or inclement weather, unless such work is necessary to protect life or property or to maintain or restore service to the public, or to read meters when roads are open and passable.

**Section 3: Inclement Weather Protection.** All persons required to work outside in rainy weather shall be furnished appropriate raingear.

**Section 4: Emergency Work.**

(a) Emergency work calls shall be considered a call out at any time before the normal work schedule begins. Work of any kind extended beyond the normal work schedule as stated in the Agreement shall not be considered a call out provided the employee is notified by the Foreman or Dispatcher before the expiration of his/her normal work schedule or while he/she is still on the job or in transit in a company vehicle to continue the normal work schedule until he/she is completed.

(b) Employees called to perform emergency work or planned overtime during other than their normal work schedule shall be paid at the rate of one and one-half (1 1/2) their regular hourly rate or until such emergency work is completed.

(c) Employees called for emergency duty on overtime pay shall receive a minimum of two hours pay at one and one-half (1 1/2) their regular rate for emergency calls. Emergency calls shall not be continuous with the normal work schedule on either end.

**Section 5: Standby and Call Out Duty.**

(a) **Standby:** Any employee who is expressly required by a Department Manager or non-bargaining unit supervisor of the Cooperative to stand-by at home after their normal work schedule shall be paid one-half (1/2) their regular hourly rate for such specified stand-by-time.

(b) **Call Out Duty:** Those employees that are required by management to accept call out duty for a designated seven (7) day week shall be paid thirty (\$30) for each day of the designated seven (7) day week. The designated seven (7) day week shall begin on Thursday at the end of the normal work schedule through Thursday morning of the normal work schedule the following week. A roster shall be maintained by the employees involved. Response time shall be no longer than 30 minutes. Pagers and/or radios shall be made available by management.

(c) Those employee's responsible for restoration of power shall live within a 30-mile radius of the established headquarters from which they work.

**Section 6: Sleep Time.** Employees who are called to perform emergency work or planned overtime during other than their regular working hours shall be paid at the rate of one and one-half (1 1/2) times their regular rate until such emergency or planned work is completed.

**Sacred time (Sleep Time)** is that period commencing 8 hours prior to and ending 2 hours prior to the normal work schedule. Employees shall be allowed sleep time for all hours worked during the sacred time period.

When such emergency or planned work extends into the employees regular work day, they shall receive one and one half (1 1/2 ) times their regular rate until they receive time off equal to the hours worked during sacred time, up to the end of their regular work day. Sleep time shall be paid at standard rate.

**B. The following sections apply to the exhibit "B" Employees:**

**Section 1: Job Classification.** (a) Exhibit "B" job classifications are those which are attached hereto and are made a part hereof as Exhibit "B". Said classifications contain a definition of the respective jobs.

**C. The following sections apply in common to both Exhibit "A" and Exhibit "B" employees:**

A final job description, signed by the employee will be provided to each employee and union representative.

**Section 1: Established Headquarters.** Established headquarters is considered to mean the headquarters established by the Cooperative for each separate geographic area served by the Cooperative and recognized by the Union as such and it may be referred to as the "shop".

**Section 2:** The Cooperative may schedule four ten hour days without daily overtime.

**Section 3: Regular Time and Overtime.**

(a) The normal straight time hours shall be from 6:00 a.m. to 8:00 a.m., Monday through Friday, unless other hours are agreed to by the employee(s) and supervisor(s).

(b) Time and one-half (1 1/2) shall be paid for all work performed after 5:00 p.m. any day and after forty (40) hours in any week, but nothing herein shall be construed as providing for overtime on overtime.

(c) Time and one-half (1 1/2) shall be paid for all work performed between 5:00 p.m. and 8:00 a.m. and on Saturdays. All work performed on Sunday shall be paid at the rate of double time the regular rate. Nothing herein shall be construed as providing for overtime on overtime.

(d) All work performed on holidays included in Article III, C Section 8 shall be paid at the rate of double time for hours worked that holiday plus holiday pay.

(e) Overtime in any established headquarters shall be divided as equally as possible between the persons qualified to do said work.

(f) Summer hours hereby agreed upon provided adequate coverage is made by crews for service and outage repairs during the normal working hours schedule.

**Section 4: Temporary Work.** Where an employee, qualified and capable of handling the job, is temporarily assigned to a non-supervisor higher classification, he/she shall receive the rate of pay for the higher classification during the entire period of the assignment, provided that the temporary assignment is for a period of four (4) hours or greater. Where an employee is temporarily assigned to a supervisory position, he/she shall receive the rate of pay for the higher classification during the entire period of the temporary assignment, provided that the temporary assignment is for a period of eight (8) hours or greater. Where an employee not qualified and capable of handling the job, due to lack of training, is assigned to a job of higher classification temporarily for training purposes, he/she shall not receive the rate of pay for the higher classification, unless the assignment to the higher classification is for more than two weeks, in which case he/she shall receive the rate of pay for the higher classification beginning the third week, unless additional training time is needed and agreed to between the employee or his/her representative and the Cooperative. It is agreed that placing employees in a job of higher classification for training purposes shall not result in such a job being permanently filled by a succession of employees receiving training.

**Section 5: JOINT SAFETY COMMITTEE:** The Cooperative and the Union recognizes that it is in the best interest of both parties, the employees, and the public, that all dealings between them continue to be characterized by mutual responsibility and respect and in the spirit of that goal, the parties have established a Joint Safety Committee.

(a) Joint Safety Committee has recognized a set of safety rules and regulations for the Cooperative which is known as the American Public Power Association Safety Manual. This Committee shall be elected by employees in each group in accordance with the bylaws of the Joint Safety Committee. In the absence of any Committee members, an alternate member from the respective group may be named by the Committee to serve during such vacancy.

(b) Any employee violating a safety rule shall be required to report in writing the facts of such violation to Loss Control. The Committee will make every effort to explain and educate said employee with respect to the safety rules. The Committee may recommend to the employee's Department Manager, by a majority vote (quorum), such action against said employee as it is deemed necessary. Nothing herein shall impair management's right to enforce safety rules and regulations.

**Section 6: Travel.** All employees shall travel from shop to job, job to job, and job to shop on Cooperative's time.

**Section 7: Relief of Employee - Pay.** Hourly paid employees relieved from duty during the first half of their normal work schedule shall receive no less than one-half (1/2) day's pay. If relieved after being on duty for one-half (1/2) of their normal work schedule, they shall receive a full day's pay, unless relieved at their own request.

**Section 8: Holidays.** Holidays shall be as follows: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Day before Christmas and Christmas Day. When one of these holidays falls on a Sunday, the holiday is to be taken on Monday. When the Holiday falls on a Saturday, the holiday is to be taken on Friday.

**Section 9: Requests for Time-Off.** Employees who request time off in addition to their regular time off, must make such a request in writing to the Chief Executive Officer and may be granted time off without pay, provided it does not inconvenience the operation of the Cooperative or increase operating expenses.

**Section 10: Bereavement Leave.** Employees shall be allowed time off with pay not to exceed five (5) working days for family death; to include; spouse, son or daughter. Three (3) days are to be allowed for mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law, and shall not be deducted from sick leave. Examples:

- Employee's spouse, mother and father all die simultaneously in an accident. Employee is entitled to 5 working days with pay under the Bereavement Pay Policy;
- Employee's spouse, mother and father all die as a result of an accident. The spouse dies at once. The mother dies one week later while the father dies 2 weeks later. The employee is entitled to 11 working days off with pay under the Bereavement pay Policy.

**Section 11: Right of Union to Inspect.** The duly authorized representative of the Union, with the consent of the Chief Executive Officer or designated representative of Management shall have free access to the plant, substations, or other locations where work is being carried on, during working hours, for the purposes of observing working conditions, and to see that the provisions of the Agreement are being followed, provided that the employees are not interfered with in their work.

**Section 12: Work Rules.** It is understood that the Cooperative may promulgate reasonable work rules.

**Section 13: Out of Service Territory for Training or on Cooperative Business.**

(a) Attendance at seminars, schools, education and training programs, conventions, or association meetings away from the headquarters on behalf of the Cooperative is not "work Away" and will be paid at straight time up to 40 hours, including travel time. Travel time will be paid as legally required. (For reference purposes only: refer to the Department of Labor website and the Fair Labor Standard Act).

(b) When an employee is out of the service territory on overnight business/training on behalf of the Cooperative, he/she shall receive reimbursement at the established federal GSA meal and incidental allowance for that particular locality plus lodging. No receipts for meals are necessary.

**Section 14: Work Away.**

(a) Work Away is defined as the condition where an employee is sent to work within the service territory of the co-op but outside the normal established headquarters of the employee. This rule does not apply to noon meals when employees start from and return to their established headquarters every day.

(b) Board and lodging shall be furnished for all employees sent on a work away assignment. When an employee is sent on Work Away from the employee's established headquarters the Cooperative will pay them the amount of Thirty Five (\$35.00) per diem plus

lodging. Employees on a work away assignment shall be paid for dinner the first day away, \$35.00 for each full day away after the first day, and then breakfast and lunch for the day of return.

**Section 15: Overtime Meals**

(a) It is understood that where an employee is called out for work and the employee is required to work through normal meal hours, the Cooperative will furnish such meals to the employee.

(b) Meal hours shall be as follows: The dinner meal period shall begin one and one half (1 ½) hours after the end of the normal work day. Six (6) hours after the dinner meal, there shall be another dinner meal period. The breakfast meal period shall begin one and one half (1 ½) hours before the start time of the regular shift. The lunch meal period shall be from twelve noon (12:00 p.m.) to twelve thirty (12:30 p.m.). Breakfast and dinner meal periods shall be one (1) hour long. When an employee is required to return to work after eating a meal, or an employee works four or more hours of overtime prior to the meal period, the meal shall be eaten on company time. Meal reimbursement shall be calculated in each pay period and distributed to the employee on his or her payroll check. The Cooperative will make space available on the employee time sheet to record meals earned (breakfast, lunch or dinner). The employee shall be reimbursed regardless of whether or not he or she eats the meal. If the Cooperative purchases any meals for the employee(s) then no meal reimbursement will be allowed for that meal period. Meal costs shall remain in accordance with the current bargaining agreement at eleven (\$11.00) dollars for breakfast, twelve (\$12.00) dollars for lunch and eighteen (\$18.00) dollars for dinner.

(c) Employees scheduled to report for duty on planned work prior to the beginning of the regular working hours or shift hours, provided such report time is not prior to 2 hours before normal start time will be expected to have had their breakfast before reporting to work.

**Section 16: Use of Personal Vehicle for Cooperative Business.**

Where the employee uses employee's personal vehicle for travel, the Cooperative will reimburse employee for mileage and mileage shall be allowed at the current IRS allowance.

**Section 17: Drug Free Workplace.** The Cooperative and the Union agree to a drug free work place.

**Section 18: Mutual Agreements.** Mutual agreements shall be made in writing and signed by the Business Manager of the Union or his/her assistant, and the Chief Executive Officer of the Cooperative or his/her assistant. Such letter of mutual agreement shall become a binding part of the Agreement and expire at the termination of the Agreement.

**ARTICLE IV  
Vacancies and New Hires**

**Section 1: Placement. (a) Bidding:** When new positions are created or vacancies occur in classifications covered by the Agreement, notices of such new positions or vacancies shall be posted on the bulletin boards, which will be located in each established headquarters specifically for bid posting; said notices shall be for a period of two (2) weeks, or for a period of less than two weeks to be agreed upon by the IBEW & Management in writing. Applications (bids) must be received by the Cooperative before the expiration of said period from regular full time employees for such positions or vacancies. After the expiration of the posting, if there are not qualified bidders, the Cooperative may permanently fill such positions or vacancies. The Cooperative will set forth in said notices the nature of the position, the duties and qualifications, and the rate of pay. Seniority and qualifications, as outlined in this Article, shall be considered by the Cooperative in making selections from among its regular full time employees to fill such positions or vacancies. Employees who bid on posted jobs within the specified time and who meet the minimum job qualification of the posted job position may be interviewed in person all job bidders shall be notified of the outcome of the job posting upon which they have bid. An employee may not bid on a posted job in the same classification until he/she has worked six (6) months in his/her current job. Nor may they bid on any posted job within their department for a period of twenty (20) working days after accepting a posted bid. All bid awards are final upon acceptance.

**(b) Step Raises:** A new employee may be hired, or an existing employee given a higher step in existing grade levels, if it is determined that they have sufficient ability or have shown exceptional merit in their work performance.

Any employee may be refused a step promotion in wages if the employee has received an unsatisfactory evaluation or a recent letter in their personnel file relating to improper conduct or unsatisfactory work performance. A probationary period up to six months will be allowed for correction. Disciplinary actions up to and including termination may result if performance is not improved.

**(c) Employment of Temporary Labor:** The Cooperative and the Union agree on the principle of employing students or other youth during summer and vacation months to assist Cooperative employees covered by this agreement and perform such work as the Union and Cooperative agree upon.

**(d) Cooperative Departments:** An employee shall be deemed to have become a regular fulltime employee of the Cooperative if retained by the Cooperative as a full-time employee after six (6) months. An employee hired into a position can transfer within the department to which the hire is made for a period of six (6) months; however, the person cannot transfer to another department of the Cooperative for a period of six months from date of hire. Departments are subject to change per Management's approval. Currently Departments are stated below as:

1. Financial Services
2. Operations
3. Engineering Services
4. Information Technology

**Section 2: Transfers and Promotions.** It is understood and agreed that in all cases of transfer and promotion within the classification set forth in Exhibits "A" and "B", the following factor shall be considered:

**(a)** Qualifications of the employee to perform in the classification in question. Where these qualifications are substantially equal, length of continuous service shall be a tie breaker.

**Section 3: Layoff.** In the event a layoff should become necessary, the following layoff procedure shall be used:

**(a)** The positions to be eliminated and the employees occupying said positions shall be identified.

**(b)** The employees affected may elect to take the layoff and remain eligible for recall for a six month period, or

**(c)** Bump a less senior employee in accordance with the following limitations:

1. Bump the least senior employee in the same classification in the established headquarters first and then on a Cooperative-wide basis, or

2. Bump any less senior employee in a lower classification in the same established headquarters, unless no position(s) are available for which they can qualify in that established headquarters, in which case the employee may, under the same condition, bump on a Cooperative-wide basis.

(d) The Cooperative shall give two (2) weeks notice of any economic layoff to affected personnel. Or two weeks pay in lieu of two weeks notice.

**Section 4: Recalls. General Provisions:** Based on qualifications and seniority, the following employees will receive job offers in lieu of bidding on open positions in all classifications for a six month period from the date of their transfer, reclassification or layoff where said transfer or reclassification resulted from a layoff.

(a) **Transferred Employees:** Transferred employees are employees who had to relocate from their established headquarters in order to maintain their then current classification and who have remained in that same classification during the six month period. Said employees will receive job offers only at their previous established headquarters and only within their current classification.

If an employee refuses such job offer, they will remain in their current position (provided the position remains available) and will not receive any further offers; however, they shall retain their normal bidding rights.

(b) **Reclassified Employees:** Reclassified employees are those employees who took a lesser classification position either at their then current established headquarters or at some other established headquarters within the Cooperative under the layoff provisions. Said employees will receive job offers in all classifications up to and including the classification held prior to being reclassified. If an employee refuses a job offer that would return them to their original classification in their original established headquarters, they will remain in the current job positions provided it is still available and will not receive any further job offers; however, they will retain their normal bidding rights.

(c) **Employees on Layoff:** Employees on Layoff are those employees who either refused available options or had no options and were eventually laid off. Said employees will receive job offers up to and including positions in their previous classification prior to layoff.

If said employee refuses a job offer which would return them to essentially their original position, their layoff benefits will then be terminated.

**Section 5: Loss of Seniority.**

(a) Employees will lose seniority if the employee fails to return when called back to work after a layoff within ten (10) days of the date of mailing of notice by certified mail by the Cooperative to the employee at their last known address as shown by the records of the Cooperative. A copy of said notice shall be mailed at the same time to the Business Manager of the Union.

(b) Employees will lose seniority if absent from the workplace for reason of injury due to an accident (other than an injury incurred by the employee in the course of their employment) or for reasons of sickness, provided, however, that an employee who is absent from the job on account of sickness or injury due to an accident (other than an accident incurred in the course of employment) who reports such circumstances to the Cooperative within three (3) days of the date of the first absence and furnishes a doctor's certificate within not more than five (5) days from the date of the first absence and semimonthly thereafter, will retain their seniority. Any such employee will, if requested by the Cooperative, submit to an examination from time to time by the Cooperative's physician and at the Cooperative's expense, and the report of the Cooperative physician respecting the employee's ability or inability to return to his duties shall be binding and conclusive on both parties for the purpose of accruing or not accruing of seniority by the employee, but not for the purpose of determining the excessiveness of absences.

(c) In the event of a layoff of less than six months, where the provisions of this Section are not violated or breaks in continuous employment due to leaves of absence granted by the Cooperative, seniority shall accrue for the period of such absence.

**ARTICLE V**  
**Benefits**

**Section 1: (a) Employee Benefit Plans.** Effective November 1, 2006 the benefit plans as follows:

All regular fulltime bargaining unit employees will enjoy the same Medical/Prescription, Dental and Vision plans as the non-bargaining fulltime employees pursuant to the costs set forth herein.

Medical/Prescription Coverage Costs through December 31, 2009

<u>Type of Coverage</u>	<u>Employee Pays</u>
Single Coverage	0
Employee Dependent Coverage Cost	1 <sup>st</sup> year of contract = 60% premium over the cost charged to the non-bargaining employees.
	2 <sup>nd</sup> year of contract = 30% premium over the cost charged to the non-bargaining employees.
	3 <sup>rd</sup> year of contract = same cost charged to the non-bargaining employees.

Dental Coverage Costs through December 31, 2009

<u>Type of Coverage</u>	<u>Employee Pays</u>
Single Coverage	0
Dependent Coverage	0

Vision Coverage Costs through December 31, 2009

<u>Type of Coverage</u>	<u>Employee Pays</u>
Single Coverage	0
Dependent Coverage	0

During the life of the contract, the Union will be notified in any change of the Health Plan Provider.

(b) 100% Retirement 1.7 Factor . . .0

(c) NEC offers a two tier 401K plan.

1. Presently the employee contributes a minimum of 0.1% and NEC contributes 4.9% of base salary.

and

2. Effective January 1, 2000 an employee may voluntarily elect to contribute an additional 1% of salary and NEC shall contribute an additional 1% of base salary.

(d) **Jury Duty.** Every regular employee of the Cooperative who is called on Jury Duty shall receive the employee's full pay, while serving on Jury Duty. Employee shall return Jury Duty check excluding mileage to the Cooperative.

**Section 2: Vacations.**

(a) All regular employees of the Cooperative employed in continuous full time work shall receive 6 2/3 hours of vacation for each month worked in the previous calendar year.

(b) Any regular employee who has continually been employed by NEC for 5 years shall receive an additional 3 1/3 hours of vacation for each month actually worked in the previous year.

(c) Any regular employee who has continually been employed by NEC for 15 years or more shall receive an additional 3 1/3 hours of vacation for each month actually worked in the previous year.

(d) An additional 8 hours of vacation will be allowed in the 15<sup>th</sup> year of service, and continue to add an additional 8 hours of vacation for every fifth year thereafter (i.e.) 20<sup>th</sup>-25<sup>th</sup>-30<sup>th</sup> etc.

(e) Vacation time shall be taken in hours. The vacation period shall consist of twelve (12) months starting on January 1st of each year.

(f) An employee may not waive their vacation, and vacation time shall not be cumulative from year to year.

(g) Vacation pay to be received will be the same pay an employee would have received on their regular position at straight-time for the number of vacation hours scheduled, excluding holidays.

(h) A regular employee who is terminated for cause or laid off by the Cooperative due to lack of work, or who quits on their own volition and who has not received their vacation during that calendar year, as provided herein, shall be given that much vacation pay.

(i) The Cooperative will attempt to maintain an established vacation schedule; however, should any emergency arise, the Cooperative may have the privilege of changing any employee's vacation period. The Cooperative shall arrange vacation period as to cause a minimum disturbance to the operation, maintenance and construction program of the Cooperative.

(j) Any employee, at their option, may choose to sell back to the Cooperative any accumulated vacation in excess of eighty (80) hours. Such pay to be established on the basis of the employee's hourly rate as of July 1st in the year the vacation is scheduled.

(k) Those employees using zero to thirty-two (0-32) sick leave hours in the calendar year shall receive eight (8) additional hours of vacation in addition to their regular accumulated vacation and sick leave for the following year.

Those employees using thirty-three to eighty (33-80) sick leave hours in the calendar year shall receive zero (0) additional leave and will lose zero (0) hours vacation or sick leave for the following year.

Those employees using eighty plus (80+) sick leave hours in the calendar year will lose eight (8) hours of vacation in the following calendar year. Those hours used by employees suffering an accident, an operation, or prolonged illness will not be used in sick leave computations.

### **Section 3: Sickness.**

(a) New employees shall be credited at the rate of 6 2/3 hours sick leave per month after ninety (90) days employment, which is retroactive. New employees shall be credited with 240 hours of sick pay on the first day of the first calendar year's accumulation.

(b) After receiving the initial credit of 240 hours sick leave, sick leave will accumulate at the rate of 6 2/3 hours for each month actually worked in the previous calendar year. A total of 720 hours sick leave may be accumulated by all regular employees.

(c) In the event of a catastrophic illness, employees shall be allowed a maximum of 520 hours Sick Leave whether accrued or not, per calendar year. Catastrophic illness shall be defined by the Cooperative's insurance carrier and/or NRECA.

(d) After one (1) year of continuous employment, up to forty (40) hours personal sick leave per year may be used by a regular employee in the event of a serious health condition in their immediate family. For this clause, serious health condition and immediate family shall be as defined in the Federal Family and Medical Leave Act (FMLA).

(e) Each Employee is required to notify the employee's immediate supervisor by the start of the employee's normal work schedule or scheduled reporting time on the day of the employee's absence. If the employee is unable to report to their immediate supervisor by the start of the employee's shift or scheduled reporting time because of extenuating circumstances, the supervisor will discuss such circumstances upon the employee's return to work and will make a decision as to the appropriate action to be taken. Should the employee's illness be of prolonged nature or require hospitalization, the daily notification may be waived and the supervisor will check with the employee as to his/her ability to return to work. If an employee fails to notify their immediate supervisor, they will receive a "no report" letter and will not be paid for the period of time up to the notification of their immediate supervisor. A copy of the "no report" letter will be placed in the employee's personnel file. An employee who accumulates three (3) "no report" letters in a two (2) year period may be terminated.

(f) Before pay of any loss of time on account of such sickness, the Cooperative may require a doctor's certificate from time to time and may discuss the nature and seriousness of such illness with the employee's doctor.

(g) At such time an employee has utilized eight (8) days of continuous sick leave, short term disability insurance may apply. If the employee's sickness is to be extended the employee shall exercise one of the following options: receive both short term disability insurance and sick leave pay, or take only short term disability, deferring sick leave pay.

(h) Any employee who is away from work due to an Industrial Injury shall continue to accrue sick leave.

**Section 4: Paydays.** Payday will be every other week on a designated day. When payday falls on a Holiday, Cooperative will pay the last working day prior.

**ARTICLE VI**  
**Union Activities - Contract Work**

**Section 1: Retention of Seniority.** Any employee elected to office in the Union, which requires a part or all of their time, shall retain their seniority with the Cooperative the same as it was when such employee left the Cooperative to hold such office provided such employee does not engage in any other employment. Seniority retention is limited to a twelve (12) month period.

**Section 2: Union Activities on Premises.** No employee shall engage in Union activities or business during working hours without first obtaining the express permission of his/her Department Manager or immediate non-bargaining supervisor.

The Cooperative will in no way discriminate against any IBEW member for presenting a grievance or any employee who is a recognized IBEW Steward that may represent another employee or employees.

**Section 3: Contract Work.** In the event the Cooperative desires to let out any work on contract, the Cooperative may discuss the choice of a contractor with the Union, but the final choice of such contractor shall be solely within the discretion of the Cooperative.

**Section 4: Recommendation to Contractor.** " In case the company should contract any work which would be customarily performed by employees covered by this agreement, such as construction of electric lines, installation of switchgear, substation equipment, powerhouse equipment, tree trimming, the company shall before awarding such a contract advise the contractor that when similar classifications are used, it be strongly recommended that such work is to be done at base rates of pay no lower than the corresponding classification(s) base rate of pay as shown in the applicable wage schedules attached hereto."

**ARTICLE VII**  
**Grievances and Arbitration**

The provisions of this Article shall be the exclusive method to be followed in the adjustment or settlement of all grievances. A grievance shall be considered as any complaint on the part of an employee or employees regarding the treatment they receive from fellow employees, dissatisfaction with working conditions or any action on the part of the Cooperative which is believed to be in violation of this Agreement.

The Cooperative cannot file a grievance. All grievances shall be processed in accordance with the following steps.

**Section 1. Time Limitations.** Any grievance not submitted to the Employer in writing within fifteen (15) calendar days after it occurs, or grievant reasonably should have known, shall be deemed abandoned and waived, thus preventing an accumulation of grievances. A brief statement of which provisions of this Agreement or policy which it believes to have been violated; the date(s) when the violation occurred and what occurred; and a brief statement of the relief sought. All time limitations herein may be extended by mutual written agreement.

**Section 2. First Step**

Any employee(s) or his/her authorized union representative who believes he/she has been aggrieved, shall bring the matter to the attention of his/her Department Manager or immediate non-bargaining unit supervisor within fifteen (15) calendar days after the alleged violation. A First Step meeting shall be attended by the employee(s) and/or their authorized representative of the Union and Department Manager or immediate non-bargaining unit supervisor. The Department Manager or immediate non-bargaining unit supervisor shall give in writing, an answer within five (5) working days after the meeting. In the event that the cooperative's First Step answer is unsatisfactory, the Union shall, within fifteen (15) calendar days, request in writing, the grievance be moved into the Second Step.

**Section 3. Second Step**

(a) The grievance shall be considered at a Second Step meeting between the Union's Business Manager or designee(s) and the Cooperative's Manager of Human Resources or designee(s) and Department Manager within fifteen (15) calendar days of its appeal to this step. Not less than five (5) working days prior to the meeting the Cooperative will provide copies of all written materials that it has in its possession which it believes supports its position, and the Union will do the same. The Cooperative will give its answer in writing within five (5) working days of the meeting.

(b) If the Cooperative's answer is not satisfactory to the Union, it may take the grievance to the next step by so requesting in writing within fifteen (15) calendar days of receipt of the last answer.

**Section 4. Third Step**

Within fifteen (15) calendar days of completion of the requirements in Section 3 (b) above, a meeting shall be held between the Union's Business Manager or designee(s) and the Cooperative's Chief Executive Officer or designee(s) and an effort will be made to resolve the grievance. If the parties are unable to do so, the Union may request arbitration of the grievance in writing within fifteen (15) calendar days of the meeting or receipt of written notice of the denial.

**Section 5. Arbitration**

(a) Within ten (10) calendar days after receipt of the written demand for arbitration, the parties will contact Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons qualified and willing to act as impartial arbitrators, and simultaneously mail a copy of such request to the other party. From this list, within seven (7) days after receipt thereof, the Cooperative and the Union shall alternately strike one (1) name until six (6) names have been eliminated and the person whose name remains shall be selected as impartial arbitrator. The parties shall draw lots to determine who shall make the first selection from the list.

(b) Except as to matters submitted to arbitration regarding matters arising out of differences concerning amendments to this Agreement at termination, the Arbitrator's authority shall be limited to the interpretation and application of this Agreement. The Arbitrator shall have no authority to modify, alter, add to, or subtract from, the terms of this Agreement.

(c) The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding.

(d) The fees and expenses shall be borne equally between both parties.

**Section 6.** All time limits in this procedure may be extended by mutual agreement of the parties if confirmed in writing by both parties. Should the Union fail to comply with any of the time limits it shall be deemed to have withdrawn the grievance. Should the Cooperative fail to comply with any of the time limits it shall be deemed to have accepted the grievance and agreed to the resolution sought.

**ARTICLE VIII**  
**Management Rights**

**Section 1:** The Union recognizes and agrees that, except as limited by the provisions of this Agreement, and that such rights are not exercised in violation of this Agreement, the Cooperative maintains sole and exclusive right to manage its business in such a manner as the Cooperative shall determine to be in its best interest. The Cooperative's right to manage its business includes, but is not limited to, the right to:

- Plan, direct, limit, and control operations;
- Hire, promote, demote, assign and direct employees;
- Determine when and if operations are to be increased or decreased;
- Assign overtime work hours;
- Lay off for lack of work;
- Introduce new or improved production methods, facilities or equipment;
- Determine when and if equipment is to be deployed, moved or taken out of service;
- Determine the amount of supervision necessary;
- Determine the work to be performed, job content, the employee's performance and methods to be employed;
- Determine the qualifications of the employees and to maintain safety and efficiency and order.

The exercise or non-exercise of the rights retained by the Cooperative shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

**Section 2:** The Cooperative shall notify the Union of any prospective changes in any term or condition of employment that may have meaningful impact on any existing term or condition of employment and will negotiate with the Union over the impact of any such proposed change prior to making its final decision to implement the proposed change. The impact of any such change, if negotiations are not successful, shall be subject to the grievance procedure, starting at Section 4 thereof, and to arbitration, if necessary and timely requested.

Such grievance and arbitration shall be limited to the issue of whether to adopt the Union's final proposal presented during the pre-implementation negotiations, except that health care revisions required by NRECA shall not be subjected to this procedure.

**Section 3:** Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing, and if such negotiations do occur and result in an agreement, such agreement shall be reduced to writing and shall be binding upon the parties hereto for any term agreed to by the parties.

#### ARTICLE IX

#### Jurisdiction - - Transfers - General

**Section 1: Jurisdiction.** The Union recognizes that Cooperative employees of a higher classification, as an incident to their primary duties, are required to perform certain functions and do certain work which might strictly and customarily be performed by an employee of a lower classification as shown in Exhibits appended to the labor agreement. The Union agrees that it shall not constitute a breach of this Agreement or the basis for any grievance by an employee or employees, or by the Union, if, in the customary performance of their work, and as a part thereof, an employee in any classification covered by Exhibit "A" is required to do or perform work ordinarily performed by a lower classification employee in Exhibit "A". Therefore, and notwithstanding any provision of this Agreement, the Management of the Cooperative may assign work to the employee covered by Exhibit "A" and require the performance by them of the same duties as have heretofore customarily been assigned to and performed by such employees of their respective classification in the past, regardless of whether such work is strictly within their classification or not.

**Section 2: Transfer.** Notwithstanding anything to the contrary, the provisions of Article IV and any other provisions of this Agreement relating to seniority shall apply to employees included in the classifications covered by Exhibit "A" and Exhibit "B", and said seniority provisions shall be applied Cooperative-wide for employees in classifications covered by Exhibit "A" and Exhibit "B". Either temporary or permanent transfers of any of the employees of the Cooperative, based on the seniority provisions of this Agreement, may be made from one department to another, or from one classification to another in the Cooperative, when in the discretion of the Management such transfers are required. Permanent transfers to new classifications shall be at the classification's rate.

**ARTICLE X**  
**Wage schedules and Classifications**

**Section 1:** There is attached hereto, hereby referred to, made a part hereof, a wage schedule for employees in all classifications covered by this Agreement.

**ARTICLE XI**  
**Duration**

This Agreement shall be in full force and in effect for three (3) years. It shall remain in full force and in effect until November 1, 2015 and thereafter each year until and unless either party hereto shall give to the other party sixty (60) calendar days written notice of desire for change, amendment or termination. Said sixty (60) calendar days notice to be given sixty (60) days prior to November 1, 2015 or sixty (60) days prior to any anniversary date thereafter, if said Agreement is continued in effect without change. During such sixty (60) calendar day period, conferences shall be held by and between the parties hereto with a view to arriving at further agreement and this Agreement shall remain in full force and in effect during such period of negotiation as well as during the period of arbitration provided in Article VII, should any amendment be submitted for arbitration as therein provided. It is understood and agreed that all previous agreements and understandings, if any, whether oral or written, by and between the Cooperative and the Union are superseded by this Agreement.

**ARTICLE XII**  
**Conflict of Laws and Intent**

It is the intention of the parties that no provisions of this Agreement shall be in conflict with any law of the United States of America or the State of Arizona, or any lawful Presidential Executive Order; but, if any article, section, clause or provision of this Agreement shall be in conflict with, or contrary to, any such law or Presidential Executive Order or be for any other reason invalid, such conflict or invalidity shall not affect any other article, section, clause or valid provision. In the event that any provision of this Agreement is found to be invalid, as a matter of law, either party may request the other, in writing, to reopen said conflicting provision for further negotiation.

### ARTICLE XIII

**Section 1: Change in Work Week.** It is understood and agreed that if, during the term of this Agreement, the current forty-hour (40) week is reduced, the Union shall have the right to reopen the Agreement on the matter of adjustment in wages relative only to the reduced work week, serving a sixty (60) calendar day notice within ten (10) calendar days from the date the work week is reduced, if the Union desires to do so.

**Section 2: Union Agency Shop.** If, as and when such legislative changes are made in the Federal or State laws for a Union Shop or Agency Shop to be legal, then the Union shall have the right to open the contract only on the question of the Union Agency Shop by serving a sixty (60) calendar day notice, to the Cooperative, upon such legislative changes.

### ARTICLE XIV Dues Deductions

The Cooperative agrees to provide for Payroll Deductions for the dues of Union members each month where there is a valid current written authorization filed with the Cooperative, and pay such dues to the Financial Secretary of IBEW Local Union No. 387 provided:

(a) The deductions are on a voluntary basis on the part of each Union member.

(b) If an employee wishes deductions for dues be made from their paycheck, the deductions must be authorized by each such Union member on a payroll deduction form provided for that purpose, on which a full explanation has been made as to these understandings about such deductions, and with such authorized payroll deduction forms submitted to the Cooperative by the Financial Secretary of the Union.

(c) The amount of such deductions shall be on the basic monthly salary in accordance with ARTICLE XI, SECTION 7 AND XV, SECTION 1 OF THE BYLAWS OF LOCAL UNION NO. 387, I.B.E.W.

(d) Payroll Deduction Statements shall be received by the Cooperative no later than the 12th of the month for the month for which the dues are to be deducted and, if not received the Cooperative shall have no responsibility for that month's deduction. Notice to the Steward of any change in compensation of any covered employee shall be deemed notice to the Union.

(e) Union members are permitted to discontinue such deductions upon written request to the Cooperative to discontinue such deductions, and a copy sent to the Union.

(f) The Cooperative may require an employee to sign a withholding order for payroll deductions for purchases made in their behalf by the Cooperative.

(g) The Union agrees to hold the Cooperative harmless against any claim or liability arising out of the administration of the check off provisions of this agreement. The Cooperative will notify the Union as soon as possible of any claims or actions arising out of the administration of the check off provision.

ARTICLE XV  
Labor-Management Committee

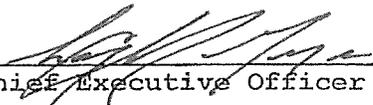
**Section 1:** The parties shall create and maintain a Labor-Management Committee which shall consist of six members, one of whom shall be the Manager of Human Resources or designee from within the Labor Relations Department, two of whom shall be management designated representatives chosen by the Cooperative, one of whom shall be the Union's Business Manager or designee from the Union's staff two of whom shall be bargaining unit employees designated by the Business Manager.

**Section 2:** The Committee shall meet as requested by either side to this Agreement, but not less often than every six months.

**Section 3:** The Committee shall discuss any topic relating to the bargaining unit, including but not limited to, labor-management relations, suggestions for improvement in operations, management, communications and any complaints on the part of an employee or employees regarding treatment received from fellow employees, foremen, supervisors, or Cooperative representatives. When appropriate, efforts will be made to resolve any such issues discussed. The Committee will operate by consensus.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective duly authorized officers and representatives of the day and year first hereinafter written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.  
(NEC)

  
\_\_\_\_\_  
Chief Executive Officer

06/13/2013  
Date

LOCAL UNION NO. 387 of the INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

  
\_\_\_\_\_  
Business Manager

6-13-2013  
Date

Navopache Electric Cooperative, Inc. (NEC) Union Contract Wages	Date of Execution 2%	11/1/2013 2%	11/1/2014 2%
<b>Exhibit A</b>			
Groundman/ Pre Apprentice Groundman 1st year	\$22.05	\$22.49	\$22.94
Groundman/ Pre Apprentice Groundman 2nd and 3rd year	\$23.90	\$24.38	\$24.87
Groundman/ Pre Apprentice Groundman after 3rd year	\$24.44	\$24.93	\$25.43
Truckdriver "A"	\$26.50	\$27.03	\$27.57
Truckdriver "B"	\$25.04	\$25.54	\$26.05
Cable Locator-Utility	\$25.76	\$26.28	\$26.81
Class A Serviceman	\$27.86	\$28.42	\$28.99
Apprentice Lineman (1st 6 months)	\$27.60	\$28.15	\$28.72
Apprentice Lineman (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Lineman (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Lineman (4th 6 months)	\$30.38	\$30.99	\$31.61
Apprentice Lineman (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Lineman (6th 6 months)	\$32.21	\$32.86	\$33.51
Apprentice Lineman (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Lineman (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Lineman	\$36.81	\$37.55	\$38.30
Foreman I	\$39.39	\$40.18	\$40.98
Foreman II	\$41.23	\$42.05	\$42.89
Area Representative	\$41.24	\$42.06	\$42.91
Apprentice Tree Trimmer (1st 6 months)	\$20.23	\$20.63	\$21.05
Apprentice Tree Trimmer (2nd 6 months)	\$21.91	\$22.35	\$22.80
Apprentice Tree Trimmer (3rd 6 months)	\$23.61	\$24.09	\$24.57
Apprentice Tree Trimmer (4th 6 months)	\$25.29	\$25.80	\$26.32
Journeyman Tree Trimmer	\$26.97	\$27.51	\$28.06
Tree Trimmer Foreman	\$30.21	\$30.82	\$31.44
Groundman Substation / Pre-Appraratus Tech Groundman 1st yr	\$22.05	\$22.49	\$22.94
Groundman Substation / Pre-Appraratus Tech Groundman 2nd & 3rd yr	\$23.90	\$24.38	\$24.87
Groundman Substation / Pre-Appraratus Tech Groundman after 3rd yr	\$24.44	\$24.93	\$25.43
Apprentice Sub Station Technician (1st 6 months)	\$27.60	\$28.15	\$28.71
Apprentice Sub Station Technician (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Sub Station Technician (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Sub Station Technician (4th 6 months)	\$30.38	\$30.99	\$31.61
Apprentice Sub Station Technician (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Sub Station Technician (6th 6 months)	\$32.21	\$32.85	\$33.51
Apprentice Sub Station Technician (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Sub Station Technician (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Substation Technician	\$36.81	\$37.55	\$38.30
Journeyman Substation -Foreman	\$39.39	\$40.18	\$40.98
Sub Station Elect. Apparatus Technician			
Sub Station Elect. Apparatus Technician (1st 6 months)	\$26.36	\$26.89	\$27.43
Sub Station Elect. Apparatus Technician (2nd 6 months)	\$27.22	\$27.76	\$28.32
Sub Station Elect. Apparatus Technician (3rd 6 months)	\$28.57	\$29.14	\$29.72
Sub Station Elect. Apparatus Technician (thereafter)	\$29.73	\$30.32	\$30.93

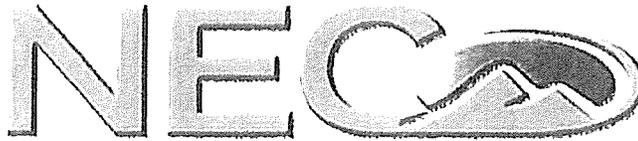
Navopache Electric Cooperative, Inc. (NEC) Union Contract Wages	Date of Execution	11/1/2013	11/1/2014
Exhibit A	2%	2%	2%
Journeyman Electrician	\$34.60	\$35.29	\$36.00
Meterman Single Phase	\$27.71	\$28.26	\$28.83
Assistant Meter Tech (1st 6 months)	\$25.17	\$25.67	\$26.18
Assistant Meter Tech (2nd 6 months)	\$26.02	\$26.54	\$27.07
Assistant Meter Tech (3rd 6 months)	\$27.30	\$27.85	\$28.41
Assistant Meter Tech Thereafter	\$28.39	\$28.96	\$29.54
Apprentice Polyphase Meterman (1st 6 months)	\$27.60	\$28.15	\$28.71
Apprentice Polyphase Meterman (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Polyphase Meterman (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Polyphase Meterman (4th 6 months)	\$30.38	\$30.99	\$31.61
Apprentice Polyphase Meterman (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Polyphase Meterman (6th 6 months)	\$32.21	\$32.85	\$33.51
Apprentice Polyphase Meterman (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Polyphase Meterman (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Polyphase Meterman	\$36.81	\$37.55	\$38.30
Journeyman Polyphase Meterman Lead	\$39.39	\$40.18	\$40.98
Journeyman Electrician Metering (1st 6 months)	\$31.14	\$31.76	\$32.40
Journeyman Electrician Metering (2nd 6 months)	\$32.00	\$32.64	\$33.29
Journeyman Electrician Metering (3rd 6 months)	\$32.86	\$33.52	\$34.19
Journeyman Electrician Metering Thereafter	\$34.60	\$35.29	\$36.00
Mechanic Apprentice (1st 6 months)	\$24.20	\$24.68	\$25.17
Mechanic Apprentice (2nd 6 months)	\$25.01	\$25.51	\$26.02
Mechanic Apprentice (3rd 6 months)	\$25.82	\$26.34	\$26.87
Mechanic Apprentice (4th 6 months)	\$26.62	\$27.15	\$27.69
Mechanic Apprentice (5th 6 months)	\$27.44	\$27.99	\$28.55
Mechanic Apprentice (6th 6 months)	\$28.24	\$28.81	\$29.38
Mechanic Hire	\$32.27	\$32.92	\$33.58
Auto-Mechanic Journeyman	\$35.57	\$36.28	\$37.00
Shop Foreman - Mechanic	\$29.20	\$29.79	\$30.38
Communications Electronic Tech 1st yr	\$29.20	\$29.78	\$30.38
Communications Electronic Tech 2nd yr	\$30.46	\$31.07	\$31.69
Communications Electronic Tech 3rd yr	\$31.62	\$32.25	\$32.90
Communications Electronic Tech Journeyman	\$34.60	\$35.29	\$36.00
Communications Tech Lead	\$36.82	\$37.56	\$38.31
Storekeeper (1st 6 months)	\$23.33	\$23.79	\$24.27
Storekeeper (2nd 6 months)	\$23.90	\$24.38	\$24.87
Storekeeper (3rd 6 months)	\$24.78	\$25.27	\$25.78
Storekeeper Thereafter	\$26.76	\$27.29	\$27.84
Storekeeper-Lead (1st Year)	\$27.76	\$28.32	\$28.89
Storekeeper-Lead (Thereafter)	\$30.98	\$31.60	\$32.23

Navopache Electric Cooperative, Inc. (NEC)  
 Union Contract Wages

Date of  
 Execution 11/1/2013 11/1/2014  
 1% 1% 1%

Exhibit B

Customer Service Rep (1st 6 months)	\$17.61	\$17.79	\$17.97
Customer Service Rep (2nd 6 months)	\$18.70	\$18.88	\$19.07
Customer Service Rep (3rd 6 months)	\$19.73	\$19.92	\$20.12
Customer Service Rep (4th 6 months)	\$20.82	\$21.02	\$21.23
Customer Service Rep Thereafter	\$21.86	\$22.08	\$22.30
Customer Service Representative - Lead	\$23.27	\$23.50	\$23.74
Area Office Coordinator			
Area Office Coordinator (1st 6 months)	\$17.68	\$17.85	\$18.03
Area Office Coordinator (2nd 6 months)	\$19.02	\$19.21	\$19.40
Area Office Coordinator (3rd 6 months)	\$20.33	\$20.53	\$20.74
Area Office Coordinator (4th 6 months)	\$21.65	\$21.87	\$22.09
Area Office Coordinator Thereafter	\$22.91	\$23.14	\$23.37
Cashier (1st 6 months)	\$15.38	\$15.54	\$15.69
Cashier (2nd 6 months)	\$16.47	\$16.64	\$16.80
Cashier (3rd 6 months)	\$17.56	\$17.74	\$17.92
Cashier (4th 6 months)	\$18.67	\$18.85	\$19.04
Cashier-thereafter	\$19.65	\$19.84	\$20.04
General Office Clerk (1st 6 months)	\$13.68	\$13.81	\$13.95
General Office Clerk (2nd 6 months)	\$14.38	\$14.53	\$14.67
General Office Clerk (3rd 6 months)	\$14.95	\$15.10	\$15.25
General Office Clerk (4th 6 months)	\$15.57	\$15.73	\$15.89
General Office Clerk Thereafter	\$16.18	\$16.34	\$16.51
Collections Representative (1st 6 months)	\$17.61	\$17.79	\$17.97
Collections Representative (2nd 6 months)	\$18.70	\$18.88	\$19.07
Collections Representative (3rd 6 months)	\$19.73	\$19.92	\$20.12
Collections Representative (4th 6 months)	\$20.82	\$21.02	\$21.23
Collections Representative Thereafter	\$21.86	\$22.08	\$22.30
Collections Representative - Lead (1st 6 months)	\$19.76	\$19.95	\$20.15
Collections Representative - Lead (2nd 6 months)	\$20.98	\$21.19	\$21.40
Collections Representative - Lead (3rd 6 months)	\$22.15	\$22.37	\$22.59
Collections Representative - Lead (4th 6 months)	\$23.40	\$23.64	\$23.87
Collections Representative - Lead Thereafter	\$24.50	\$24.75	\$25.00



**NAVOPACHE ELECTRIC COOPERATIVE**

June 27, 2013

Mr. G. David Vandever  
I.B.E.W. Local Union No. 387  
3060 W. Deer Valley Rd.  
Phoenix, Arizona 85027

*Re: Letter of Mutual Agreement between Navopache Electrical Cooperative, Inc. (NEC)  
and IBEW Local 387*

Dear Mr. Vandever:

NEC and IBEW Local 387 have agreed to correct the 2012 signed CBA prior to printing. The Exhibit A wage sheets did not include the Meter Reader Category and contained errors for the Mechanic Hire, Auto Mechanic Journeyman and Shop Foreman Mechanic.

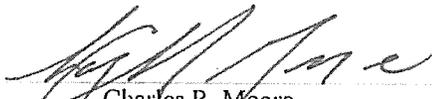
The parties agree to the additional corrections noted in bold font in Appendix A.

Execution of this letter by the Union and NEC will constitute mutual agreement between NEC and IBEW Local 387 as set forth above.

Please return one signed original to NEC for our files. Thank you.

**NAVOPACHE ELECTRIC COOPERATIVE, INC.**

By:

  
Charles R. Moore  
Chief Executive Officer

Date:

6/27/2013

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO.387**

By:

  
G. David Vandever  
Business Manager

Date:

6/27/13

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A Touchstone Energy Cooperative 

Navopache Electric Cooperative, Inc. (NEC)  
 Union Contract Wages

Date of  
 Execution 11/1/2013 11/1/2014  
 2% 2% 2%

Exhibit A

	11/1/2013	11/1/2014	2%
Groundman/ Pre Apprentice Groundman 1st year	\$22.05	\$22.49	\$22.94
Groundman/ Pre Apprentice Groundman 2nd and 3rd year	\$23.90	\$24.38	\$24.87
Groundman/ Pre Apprentice Groundman after 3rd year	\$24.44	\$24.93	\$25.43
Truckdriver "A"	\$26.50	\$27.03	\$27.57
Truckdriver "B"	\$25.04	\$25.54	\$26.05
Cable Locator-Utility	\$25.76	\$26.27	\$26.80
Class A Serviceman	\$27.86	\$28.41	\$28.98
Apprentice Lineman (1st 6 months)	\$27.60	\$28.15	\$28.72
Apprentice Lineman (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Lineman (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Lineman (4th 6 months)	\$30.38	\$30.98	\$31.60
Apprentice Lineman (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Lineman (6th 6 months)	\$32.21	\$32.86	\$33.51
Apprentice Lineman (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Lineman (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Lineman	\$36.81	\$37.55	\$38.30
Foreman I	\$39.39	\$40.18	\$40.98
Foreman II	\$41.23	\$42.05	\$42.89
Area Representative	\$41.24	\$42.06	\$42.91
Apprentice Tree Trimmer (1st 6 months)	\$20.23	\$20.63	\$21.05
Apprentice Tree Trimmer (2nd 6 months)	\$21.91	\$22.35	\$22.80
Apprentice Tree Trimmer (3rd 6 months)	\$23.61	\$24.09	\$24.57
Apprentice Tree Trimmer (4th 6 months)	\$25.29	\$25.79	\$26.31
Journeyman Tree Trimmer	\$26.97	\$27.51	\$28.06
Tree Trimmer Foreman	\$30.21	\$30.82	\$31.43
Groundman Substation / Pre-Apparatus Tech Groundman 1st yr	\$22.05	\$22.49	\$22.94
Groundman Substation / Pre-Apparatus Tech Groundman 2nd & 3rd yr	\$23.90	\$24.38	\$24.87
Groundman Substation / Pre-Apparatus Tech Groundman after 3rd yr	\$24.44	\$24.93	\$25.43
Apprentice Sub Station Technician (1st 6 months)	\$27.60	\$28.15	\$28.72
Apprentice Sub Station Technician (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Sub Station Technician (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Sub Station Technician (4th 6 months)	\$30.38	\$30.98	\$31.60
Apprentice Sub Station Technician (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Sub Station Technician (6th 6 months)	\$32.21	\$32.86	\$33.51
Apprentice Sub Station Technician (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Sub Station Technician (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Substation Technician	\$36.81	\$37.55	\$38.30
Journeyman Substation -Foreman	\$39.39	\$40.18	\$40.98
Sub Station Elect. Apparatus Technician			
Sub Station Elect. Apparatus Technician (1st 6 months)	\$26.36	\$26.88	\$27.42
Sub Station Elect. Apparatus Technician (2nd 6 months)	\$27.22	\$27.77	\$28.32
Sub Station Elect. Apparatus Technician (3rd 6 months)	\$28.57	\$29.14	\$29.72
Sub Station Elect. Apparatus Technician (thereafter)	\$29.73	\$30.33	\$30.94

Navopache Electric Cooperative, Inc. (NEC)  
 Union Contract Wages

Date of  
 Execution 11/1/2013 11/1/2014  
 2% 2% 2%

Exhibit A

	11/1/2013	11/1/2014	2%
Journeyman Electrician	\$34.60	\$35.29	\$36.00
Meterman Single Phase	\$27.71	\$28.27	\$28.83
Assistant Meter Tech (1st 6 months)	\$25.17	\$25.68	\$26.19
Assistant Meter Tech (2nd 6 months)	\$26.02	\$26.54	\$27.07
Assistant Meter Tech (3rd 6 months)	\$27.30	\$27.84	\$28.40
Assistant Meter Tech Thereafter	\$28.39	\$28.96	\$29.53
Apprentice Polyphase Meterman (1st 6 months)	\$27.60	\$28.15	\$28.72
Apprentice Polyphase Meterman (2nd 6 months)	\$28.53	\$29.10	\$29.68
Apprentice Polyphase Meterman (3rd 6 months)	\$29.46	\$30.05	\$30.65
Apprentice Polyphase Meterman (4th 6 months)	\$30.38	\$30.98	\$31.60
Apprentice Polyphase Meterman (5th 6 months)	\$31.29	\$31.92	\$32.56
Apprentice Polyphase Meterman (6th 6 months)	\$32.21	\$32.86	\$33.51
Apprentice Polyphase Meterman (7th 6 months)	\$33.13	\$33.79	\$34.47
Apprentice Polyphase Meterman (8th 6 months)	\$34.05	\$34.73	\$35.42
Journeyman Polyphase Meterman	\$36.81	\$37.55	\$38.30
Journeyman Polyphase Meterman Lead	\$39.39	\$40.18	\$40.98
Journeyman Electrician Metering (1st 6 months)	\$31.14	\$31.76	\$32.40
Journeyman Electrician Metering (2nd 6 months)	\$32.00	\$32.64	\$33.29
Journeyman Electrician Metering (3rd 6 months)	\$32.86	\$33.52	\$34.19
Journeyman Electrician Metering Thereafter	\$34.60	\$35.29	\$36.00
Mechanic Apprentice (1st 6 months)	\$24.21	\$24.69	\$25.19
Mechanic Apprentice (2nd 6 months)	\$25.01	\$25.51	\$26.02
Mechanic Apprentice (3rd 6 months)	\$25.82	\$26.34	\$26.86
Mechanic Apprentice (4th 6 months)	\$26.62	\$27.15	\$27.70
Mechanic Apprentice (5th 6 months)	\$27.44	\$27.99	\$28.55
Mechanic Apprentice (6th 6 months)	\$28.24	\$28.81	\$29.38
Mechanic Hire	\$27.42	\$27.97	\$28.53
Auto-Mechanic Journeyman	\$32.27	\$32.92	\$33.58
Shop Foreman - Mechanic	\$35.57	\$36.28	\$37.00
Communications Electronic Tech 1st yr	\$29.20	\$29.78	\$30.38
Communications Electronic Tech 2nd yr	\$30.46	\$31.07	\$31.69
Communications Electronic Tech 3rd yr	\$31.62	\$32.25	\$32.90
Communications Electronic Tech Journeyman	\$34.60	\$35.29	\$36.00
Communications Tech Lead	\$36.82	\$37.56	\$38.31
Storekeeper (1st 6 months)	\$23.33	\$23.79	\$24.27
Storekeeper (2nd 6 months)	\$23.90	\$24.38	\$24.87
Storekeeper (3rd 6 months)	\$24.78	\$25.27	\$25.78
Storekeeper Thereafter	\$26.76	\$27.29	\$27.84
Storekeeper-Lead (1st Year)	\$27.76	\$28.32	\$28.89
Storekeeper-Lead (Thereafter)	\$30.98	\$31.60	\$32.23
Meter Reader (1st 6 months)	22.36	22.81	23.26
Meter Reader (2nd 6 months)	23.30	23.76	24.24
Meter Reader (3rd 6 months)	24.23	24.71	25.20
Meter Reader (Thereafter)	25.16	25.67	26.18
Meter Reader Lead	26.90	27.44	27.98

# **Exhibit “B”**

DIRECTOR ELECTIONS

POLICY #E5.070

PURPOSE

To describe restrictions to NEC employees, their spouses or cohabitants during Director elections.

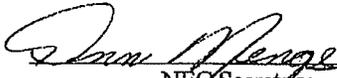
PROVISIONS

1. Employees, spouses of employees or cohabitants of employees shall not take active part, other than voting, in any campaign for elections of a NEC Director.
2. Violation of this policy is grounds for dismissal.

RESPONSIBILITY

General Manager and Department Managers.

ATTEST:

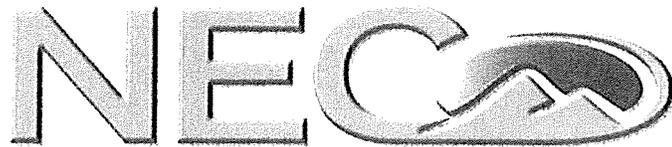
  
\_\_\_\_\_  
NEC Secretary

DATED: 12-22-93  
Modified 12-18-02

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Attorney

# **Exhibit “C”**



NAVOPACHE ELECTRIC COOPERATIVE

December 18, 2013

Mr. G. David Vandever, Business Manager  
Local Union 387  
3060 West Deer Valley Road  
Phoenix, AZ 85027

**Re: Grievance N25 Second Step Clarification**

Dear Mr. Vandever:

During the second step meeting on December 17, 2014 for Grievance N25, both parties mutually agreed upon the revisions made to the Substance Abuse and Firearms/Deadly Weapons Policies, we also mutually agreed upon the new Social Media Policy. However, the Union asked the Cooperative to consider some suggested changes to its new Cell Phone Policy; the Cooperative will consider such suggested changes and will notify you prior to making its final decision to implement the proposed changes.

The FR Clothing allowance was discussed and both parties agreed to review their notes from negotiations to see if a date can be found upon which the agreement was made.

The Safety Manual was discussed briefly and it was determined the Union would go through it for a final review. Please let me know when you have completed your review. If upon your review, no concerns exist, the Safety Manual will be distributed to employees. The Cooperative will also communicate with employees about the contents of the Safety Manual at appropriate times.

The Medical Plan for 2014 was also mutually agreed upon pending the written assurance that employees who may suffer from an accident or catastrophic injury or illness may request an expedited employer contribution. As both the Union and employees are well aware through prior communications, management is committed to funding eligible employees for expedited contributions on a case by case basis. The Cooperative's intent here is to provide employees with enough employer contributions to cover out of the ordinary expenses up to the maximum employer contribution amount. For eligible employees, the Cooperative agreed to fund an annual contribution of \$2700.00 for single and \$5400.00 for family payable on a quarterly basis.

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The other concern was whether United Healthcare is contracted with Summit Regional Medical Center. This was again confirmed yesterday by contacting CBA, Mr. Kim Judkins, Field Relations Manager and Summit Regional Medical Center. We believe it will continue to be in-network for the year 2014. We always suggest employees confirm in-network and out-of-network status at the time of appointment prior to service. Due to a number of variables, impossible to know at the present time, the medical plan for 2015 may or may not be the same plan now being offered for 2014. That being said, both parties agree to meet between September and November of 2014 to discuss healthcare plans for 2015.

Please send the discussed response regarding the Medical Plan for 2014 by Thursday, December 19<sup>th</sup> COB to permit us time to provide answers for second step meeting. Because of these rapidly approaching timelines, time is of the essence.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Natalie Stobs".

Natalie Stobs  
Manager of Human Resources

Pc: Charles R. Moore  
Brian Brownlow

# **Exhibit “D”**

# International Brotherhood of Electrical Workers

SAM HOOVER  
President



G. DAVID VANDEVER  
Business Manager

December 19, 2013

Ms. Natalie Stobs  
Manager of Human Resources  
Navopache Electric Cooperative  
1878 West White Mountain Blvd.  
Lakeside AZ 85929

Dear Mrs. Stobs,

In response to your letter dated December 18, 2013, IBEW Local 387 position on Grievance N25 is as follows.

During the Second Step Meeting held on December 17, 2013, IBEW Local 387, agreed to NEC'S Substance Abuse Policy, Deadly Weapons Policy and the new Social Media Policy. We did, however, have issues with bullet point #7 of your Cell Phone Policy. Specifically with the liability piece and also the way it is worded, as it does not speak to the use of a blue tooth device, which the Coop approves of.

We have reviewed our bargaining notes and have a response from NEC that you did agree to increase the FR clothing allowance on November 29, 2012. Since it was not part of the contractual language to be voted on, we are demanding that NEC makes the full amount available to our members for 2013.

We do not agree with your response concerning the Safety Manual in that we will only be able to review it when it has been finalized by the committee. We believe it is our right under the FLRA that we can sit in and listen to the discussion of the committee during the process.

With the language which was added for unforeseen accidents or illness; the employee can request to have the full amount funded into he/her HAS account is acceptable. However, we would like some further guarantees the Health Care Plan for 2015 will be equal to the plan in 2014, and that if it remains a high deductible plan, NEC will commit to an amount which is agreeable to both parties for 2015.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Dave Vandever", is written over a horizontal line.

Dave Vandever  
Business Manager/ Financial Secretary



aff-clo

LOCAL UNION 387

3060 WEST DEER VALLEY RD. • PHOENIX, ARIZONA 85027 • PHONE (602) 264-1846 • FAX (623) 264-1901



# **Exhibit “E”**

# International Brotherhood of Electrical Workers

SAM HOOVER  
President



G. DAVID VANDEVER  
Business Manager

February 13, 2014

Mr. Chuck Moore, CEO  
Navopache Electric Cooperative  
1878 W. White Mountain Blvd.  
Lakeside, Arizona 85929

Dear Chuck:

Thank you for your letter of January 31, 2014. We agree that the cell phone policy issue has been resolved.

With respect to the FR clothing allowance, we appreciate the fact that you have funded an additional \$50.00 for each employee. However, we don't agree with your statement that "management has been entrusted with the determination of the FR clothing allowance. Although the allowance is not in the Collective Bargaining Agreement, we reached agreement on that issue during the most recent negotiations. The FR clothing allowance is a condition of employment, and we do not believe that you can change or eliminate it in the future without first giving us notice and an opportunity to bargain.

With respect to the medical plan, we think that you are required to do more than "sit down" and "discuss" NEC's plans for 2015. We believe that you have an obligation to give us notice, as far in advance as possible, of your intention to change the medical plan, to provide us with information as to plan options, and to bargain in good faith toward agreement as to how the medical plan will be structured for 2015.

I will have a response for you shortly concerning the APPA Safety Manual and Addenda.

With respect to the safety committee, as far as I can determine, the safety committee bylaws were adopted without the input of the Union. Safety rules and procedures are terms and conditions of employment which you are required to negotiate with the Union. The Union also needs to be aware of any actions of the safety committee which could result in employee discipline for alleged safety infractions. We believe that a Union representative should be permitted to sit in on safety committee meetings as an observer so that we will be aware of any changes in policies or procedures, any disciplinary actions and any accidents or other safety hazards which may impact bargaining unit employees. The Union is not looking to control the safety committee, but rather to take its proper place as representative of your employees to make sure that employees have the safest work environment possible.

LOCAL UNION 387

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PAGE TWO  
February 13, 2014  
Mr. Chuck Moore

Since we have not resolved all of the issues raised in the grievance, we are requesting arbitration under Article 7, Section 4. We stand ready to continue discussions to see whether we can resolve the remaining issues.

Sincerely,

I.B.E.W. LOCAL UNION NO. 387

A handwritten signature in black ink, appearing to read "G. David Vandever". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

G. David Vandever  
Business Manager

GDV/lw  
opeiu#30  
afl-cio

# **Exhibit “F”**

# International Brotherhood of Electrical Workers

SAM HOOVER  
President



G. DAVID VANDEVER  
Business Manager

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION NO. 387

### *GRIEVANCE FORM AND RECORD OF PROCEEDINGS*

CO: NAVOPACHE ELECTRIC CO-OP

Grievance No. N25

Name: Local 387 vs. Navopache Electric Co-Op

DATE: November 21, 2013

**STATE GRIEVANCE:** The Company has violated Article I Section 2 (Recognition), Article III Section 5 (Joint Safety Committee), Article V Section 1 (Benefits) and Article VIII Section 2 (Notification of Prospective Changes) as follows. The changes were brought to the Union's attention on September 7, 2013 through October 30, 2013. Further, each of the violations is a continuing violation.

1. Unilaterally implemented and updated cell phone, social media, substance abuse and firearms policies without giving the Union advance notice and an opportunity to bargain.
2. Unilaterally changed the health plan without giving the Union notice and an opportunity to bargain.
3. Unilaterally reduced the fire retardant clothing allowance without giving the Union notice and an opportunity to bargain.
4. Unilaterally implemented the Safety Manual without giving the Union advance notice and an opportunity to bargain, and without following the procedures for Joint Safety Committee involvement under Article III Section 5.

**SETTLEMENT REQUESTED:** The remedy which the Union is seeking is for NEC to rescind the unilateral changes and provide the Union with an opportunity to bargain over the changes before they are implemented. To the extent that any employee has been disciplined or disadvantaged by the changes, the discipline should be rescinded and the employees should be made whole. Employees should be paid the full allowance for fire retardant clothing. Any employee who has been required to pay greater co-pays, deductibles or out of pocket payments as a result of the new health plan should be made whole.

LOCAL UNION 387

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