

INTERVENTION

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AZ CORP COMMISSION
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Attorneys for Intervenor-Applicants

BEFORE THE ARIZONA

CORPORATION COMMISSION

IN THE MATTER OF THE
APPLICATION OF ARIZONA PUBLIC
SERVICE COMPANY FOR AN
EMERGENCY INTERIM RATE
INCREASE AND FOR AN INTERIM
AMENDMENT TO DECISION NO.
67744.

Docket No. E-01345A-06-0009

APPLICATION TO INTERVENE ON
BEHALF OF IBEW LOCALS 387,
640, and 769

Pursuant to the provisions of A.A.C. R14-3-105(A) and (B),
Local Union 387, International Brotherhood of Electrical Workers,
AFL-CIO, CLC ("IBEW Local 387"), Local Union 640, International
Brotherhood of Electrical Workers, AFL-CIO, CLC ("IBEW Local
640"), and Local Union 769, International Brotherhood of
Electrical Workers, AFL-CIO, CLC ("IBEW Local 769"), by and
through undersigned counsel, hereby move the Arizona Corporation
Commission for leave to intervene as parties in the above-
captioned matter. It should be pointed out that IBEW Locals 387,
640, and 769 were all granted intervention in the proceedings
which culminated in Decision NO. 67744 (April 7, 2005).

IBEW Local 387

IBEW Local 387 is "directly and substantially affected by
the proceedings," A.A.C. R14-3-105(A), inasmuch as it is the duly
elected and recognized exclusive bargaining agent for

1 approximately one thousand eight hundred (1,800) employees of the
2 Arizona Public Service Company ("APS").¹ See, attached Exhibit A
3 (p. 3); *International Brotherhood of Electrical Workers, Local*
4 *387 v. NLRB*, 788 F.2d 1412, 1413 (9th Cir. 1986). As such, IBEW
5 Local 387 and APS have entered into a long series of collective
6 bargaining agreements dating back to 1945 concerning rates of
7 pay, wages, hours of employment, and other terms and conditions
8 of employment. *Id.* The current CBA remains in force between the
9 parties with the earliest date of termination being April 1,
10 2008. See, attached Exhibit A (p. 69).

11 IBEW Local 640

12 IBEW Local 640 is "directly and substantially affected by
13 the proceedings," A.A.C. R14-3-105(A), inasmuch as it is the
14 owner of an office building/union hall located at 5808 North 7th
15 Street in Phoenix which, in turn, is within the service area of
16 APS. IBEW Local 640's APS customer account number is 943230283.
17 As one of APS's "small-business" customers, IBEW Local 640 is
18 signed up under the E-32 Rate Plan - *i.e.*, the standard plan for
19 APS commercial customers who have a demand of fewer than 3,000
20 kilowatts a month. Typically, this includes small and medium
21 size businesses and organizations such as restaurants, retail
22 outlets, manufacturers, and offices.

23 Because none of the existing parties adequately protect the
24 interests of a ratepayer like IBEW Local 640, the Union is
25 confident that its participation in these proceedings will lead

26
27 ¹ It is worth noting that IBEW Local 387 is also the
28 exclusive representative of a large group of employees of the
Arizona Water Company which, in turn, moved for intervention into
this matter on January 23, 2006.

1 to a more well-reasoned decision on the part of the Arizona
2 Corporation Commission. Cf., A.R.S. §40-462(A) ("A residential
3 utility consumer office is established to represent the interests
4 of residential utility consumers in regulatory proceedings
5 involving public service corporations before the corporation
6 commission.")

7 Were that not enough, IBEW Local 640 should also be granted
8 intervention in this case on the grounds that it supplies highly-
9 skilled employees to the Palo Verde Nuclear Generating Station
10 ("Palo Verde") through an International Maintenance Agreement.
11 This agreement was entered into between Bechtel Power Corporation
12 ("Bechtel"), the contractor for APS's construction workers at
13 Palo Verde, and the Building and Construction Trades Department,
14 AFL-CIO, its constituent International Unions, and their
15 affiliated Local Unions. Bechtel has recognized the Unions as
16 the sole bargaining agents for all employees in the
17 classifications covered in their respective agreements who will
18 be working on the project.

19 Currently, IBEW Local 640 provides employees through Bechtel
20 to APS for Unit 3 at Palo Verde with respect the N-1 preparation
21 work for the upcoming vessel change. IBEW Local 640 is currently
22 providing approximately four (4) electricians, with the number to
23 increase to approximately twenty (20) this spring while the N-1
24 work is in process. IBEW Local 640 is then scheduled to provide
25 approximately sixty (60) electricians for the vessel change in
26 the Unit 3 containment beginning in either late 2006 or early
27 2007.

28 ///

1 IBEW Local 769

2 Like its sister local, IBEW Local 769, is "directly and
3 substantially affected by the proceedings," A.A.C. R14-3-105(A),
4 inasmuch as it is the owner of an office building/union hall
5 located at 3232 North 20th Street in Phoenix which, in turn, is
6 within the service area of the APS. IBEW Local 769's APS
7 customer account number is 933010285 and, like IBEW Local 640, it
8 is signed up under the E-32 Rate Plan.

9 In addition, IBEW Local 769 also represents employees of
10 subcontractors working for APS. For example, IBEW Local 769 has
11 recently provided outside line construction work for APS through
12 Argent Construction, Inc., Par Electrical Contractors, Inc.,
13 Southwest Energy Solutions, Inc., and Sturgeon Construction, Inc.
14 Currently, IBEW Local 769 is providing bargaining unit employees
15 through Par Electrical for the installation of transmission lines
16 for APS. At any given time, IBEW Local 769 will have anywhere
17 from five (5) to two hundred (200) of its bargaining unit
18 employees working for subcontractors of APS.

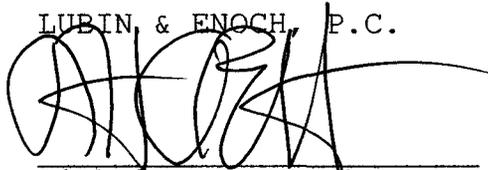
19 Based on the above, these three IBEW Locals not only have a
20 direct financial interest in the outcome of APS's rate-hike
21 proceeding, but there is a substantial risk that this case may
22 impair their interest absent being permitted to intervene into
23 the above-captioned matter. Because Ariz. Const. Art. XV, §3
24 expressly provides that "[t]he Corporation Commission shall...
25 make and enforce reasonable rules, regulations, and orders for
26 the convenience, comfort, and safety, and the preservation of the
27 health, of the employees and patrons of [public service
28 corporations]," the three IBEW Locals are confident that their

1 participation in these proceedings will not unduly broaden the
2 issues presented herein. Similarly, because no existing (or
3 potential) party adequately protects the interests of IBEW Locals
4 387, 640, and 769, they are confident that their participation in
5 these proceedings will lead to a more well-reasoned decision on
6 the part of the Arizona Corporation Commission.

7 **WHEREFORE**, it is respectfully requested that IBEW Locals
8 387, 640, and 769 be permitted to intervene in the above-
9 captioned matter as parties.

10 RESPECTFULLY SUBMITTED this 8th day of February, 2006.

11 LUBIN, & ENOCH, P.C.

12 

13 Nicholas J. Enoch, Esq.

14 Attorney for Intervenor-Applicants

15 Original and thirteen (13) copies
16 of the Applications to Intervene
17 filed this 8th day of February, 2006,
18 with:

19 Arizona Corporation Commission
20 Docket Control Center
21 1200 West Washington Street
22 Phoenix, Arizona 85007-2996

23 Copies of the foregoing hand-delivered*/
24 mailed this same date to:

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EXHIBIT A

Labor Agreement Between APS and IBEW Local 387



APS

Revised 2005



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LABOR AGREEMENT

THIS AGREEMENT, entered into this first day of April, 2005, by and between the ARIZONA PUBLIC SERVICE COMPANY, a corporation, of Phoenix, Arizona, its successors or assigns, together with such other properties of public utility character as may hereafter be acquired, except such properties or operations as may be under Union Agreement until the expiration of such Agreements, hereinafter referred to as the "Company," and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No. 387 of Phoenix, Arizona, affiliated with the American Federation of Labor - Congress of Industrial Organization, hereinafter referred to as the "Union," covering all classifications covered by Wage Schedules attached hereto and made a part hereof.

WITNESSETH:

ARTICLE I

RECIPROCAL COVENANTS - UNION RECOGNITION

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 Company 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

subject to the Union's right to present a grievance on such discipline in accordance with Article VII of this 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 violation.

Section 3. The Union is recognized as the exclusive bargaining agency for employees as covered by Wage Schedules attached hereto. Subject to and under the provisions of Article VII of this Agreement, representatives of the Company will meet with representatives of 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 Company's representatives respecting matters other than union business relating to himself. However, nothing in this section shall be construed as to prevent the shop steward from taking the matter up with the foreman.

Section 4. When the Company requires any new employees of any classification included in this Agreement, the Company may request the Business Manager of the Union to send qualified people to fill the Company's requirements or the Company may fill its own requirements through its own Human Resources Department. In either event, when any new employee is hired, their name, classification, address, supervisor, department, social security number and date of hire will be forwarded to the Financial Secretary of the Union.

**ARTICLE X
WAGE AND SALARY SCHEDULES**

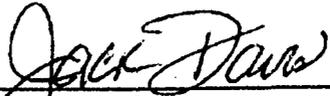
Section 1. There is attached hereto, hereby referred to, made a part hereof, Wage and Salary Schedules for employees in all classifications covered by this Agreement, and it shall be in force during the term of this Agreement.

**ARTICLE XI
DURATION**

Section 1. This Agreement shall be in full force and effect from **APRIL 1, 2005**, and shall remain in force until **APRIL 1, 2008**, and thereafter until either party hereto shall give to the other party sixty (60) days written notice of desire for change, amendment or termination, except that either party may open the Agreement for wage negotiations on any anniversary date of the Agreement by giving to the other party sixty (60) days written notice prior to any such anniversary date of the Agreement. During such sixty (60) 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 negotiations, as well as during the period of arbitration provided in Article VII, should any amendment be submitted for arbitration as therein provided. It is distinctly understood and agreed that all

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 hereinabove written.

ARIZONA PUBLIC SERVICE COMPANY

By 
Jack E. Davis
President and Chief Executive Officer

ATTEST:

By 
Nancy C. Loftin
Vice President, General Counsel and Secretary

**LOCAL UNION NO. 387 OF PHOENIX, ARIZONA
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

By 
Sam Hoover
President

By 
Robert DeSpain
Business Manager & Financial Secretary