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ORIGINAL

INTERVENTION

Arizona Corporation Commission

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AZ CORP COMMISSION
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LUBIN & ENOCH, P.C.
Nicholas J. Enoch
State Bar No. 016473
349 North Fourth Avenue
Phoenix, Arizona 85003
(602) 234-0008

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Attorney for Intervenor-Applicant	

BEFORE THE ARIZONA

CORPORATION COMMISSION

<p>IN THE MATTER OF SOUTHWEST GAS CORPORATION'S APPLICATION FOR APPROVAL OF ACQUISITION PLAN, AND IF APPROPRIATE, WAIVER OF SELECTED PROVISIONS OF THE AFFILIATE RULES</p>
--

Docket No. G-01551A-02-0425

**IBEW LOCAL 769'S APPLICATION
TO INTERVENE**

Pursuant to the provisions of A.A.C. R14-3-105(A) and (B), Local Union 769, International Brotherhood of Electrical Workers, AFL-CIO ("IBEW Local 769"), by and through undersigned counsel, hereby moves the Arizona Corporation Commission for leave to intervene as a party in the above-captioned matter.

IBEW Local 769 is "directly and substantially affected by the proceedings," *id.*, inasmuch as it is the duly elected and recognized exclusive bargaining representative of a large group of full-time and regular part-time employees of the Central Arizona Division of Southwest Gas Corporation ("Southwest Gas"). *See, e.g., Southwest Gas Corp., 330 NLRB No. 171, 165 L.R.R.M. 1280 (April 11, 2000).* As a result of this relationship, IBEW Local 769 and Southwest Gas have recently entered into a comprehensive collective bargaining agreement concerning rates of pay, wages, hours of employment, and other conditions of employment which, obviously, have a direct impact on both the affected employees and Southwest Gas. *See generally, attached*

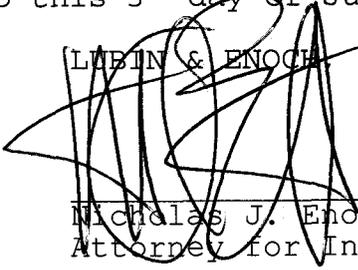
1 Exhibit A. That being the case, IBEW Local 769 not only has a
2 direct interest in Southwest Gas' acquisition of Black Mountain
3 Gas Company as proposed by Southwest Gas in its June 6, 2002
4 Application for Approval, but there is a substantial risk that
5 this case may impair the Union's interest absent its being
6 permitted to intervene into the above-captioned matter.

7 Because Ariz. Const. Art. XV, §3 expressly provides that
8 "[t]he Corporation Commission shall... make and enforce
9 reasonable rules, regulations, and orders for the convenience,
10 comfort, and safety, and the preservation of the health, of the
11 employees and patrons of [public service corporations]," IBEW
12 Local 769 is quite confident that its participation in these
13 proceedings will not unduly broaden the issues presented herein.
14 Similarly, because none of the existing parties adequately
15 protect the interests of IBEW Local 769, the Union is quite
16 confident that its participation in these proceedings will lead
17 to a more well-reasoned decision on the part of the Arizona
18 Corporation Commission.

19 **WHEREFORE**, it is respectfully requested that IBEW Local 769
20 be permitted to intervene in the above-captioned matter as a
21 party.

22 RESPECTFULLY SUBMITTED this 3rd day of July, 2002.

23 ~~LUBIN & ENOCH P.C.~~

24
25 
26 Nicholas J. Enoch, Esq.
27 Attorney for Intervenor-Applicant

28 ///

///

1 Original and ten (10) copies
2 of IBEW Local 769's Application
3 to Intervene filed this 3rd day
4 of July, 2002, with:

5 Arizona Corporation Commission
6 Docket Control Center
7 1200 West Washington Street
8 Phoenix, Arizona 85007-2996

9 Copies mailed this same date to:

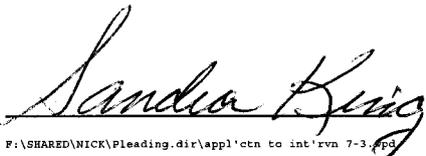
10 Lyn A. Farmer, Chief Administrative Law Judge
11 Arizona Corporation Commission
12 1200 West Washington Street
13 Phoenix, Arizona 85007-2996

14 Christopher C. Kempley, Esq.
15 Arizona Corporation Commission, Legal Division
16 1200 West Washington
17 Phoenix, Arizona 85007-2927

18 Ernest Johnson, Director
19 Arizona Corporation Commission, Utilities Division
20 1200 West Washington
21 Phoenix, Arizona 85007

22 Andrew W. Bettwy, Esq.
23 Southwest Gas Corporation
24 P.O. Box 98510
25 Las Vegas, Nevada 89193-8510
26 Attorney for Southwest Gas Corporation

27 Timothy Berg, Esq.
28 Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
Attorney for Xcel Energy, Inc.

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EXHIBIT A

AGREEMENT

Between

LOCAL UNION 769 --- I.B.E.W.

PHOENIX, ARIZONA

AND

SOUTHWEST GAS CORP.

May 1, 2002

Certified in N.L.R.B. Case No. 28-RC-5742

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AGREEMENT

THIS AGREEMENT is entered into 11th day of April, 2002, by and between Southwest Gas Corporation, Central Arizona Division, hereinafter referred to as "Company", and Local Union 769, International Brotherhood of Electrical Workers, affiliated with the AFL-CIO, hereinafter referred to as "Union".

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency so that the Company, the Union and the general public may benefit therefrom, therefore, the parties hereto agree as follows:

ARTICLE I RECOGNITION

1.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Southwest Gas Corporation, hereafter referred to as "the Company", recognizes the Union as the exclusive representative of the employees for whom the National Labor Relations Board certified the Union in Case No. 28-RC-5742 as amended per our unit clarification stipulation.

1.2 In the event the Company is sold or merged into another entity the company agrees that at the earliest opportunity where the transaction is finalized and it is lawful, under Security Exchange Commission rules and regulations, to release this information to third parties, the Company will immediately notify the Union. The Company further agrees that it will provide a copy of its Collective Bargaining Agreement to the proposed purchaser or acquiring entity. Furthermore, the Company agrees to immediately commence negotiations with the Union over the effects of such sale or acquisition upon its employees.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall be in effect from the first day of May, 2002 and shall remain in effect until the 30th day of April, 2005 and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

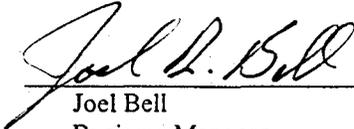
1. If both parties agree to terminate the Agreement.
2. If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiration date of the Agreement, given written notice to the other party, specifying the changes desired. Negotiations shall begin within fifteen (15) calendar days from the receipt of the first notice.
3. In the event the parties fail to reach a mutual agreement on such proposed changes or amendments by the annual expiration or renewal date, the Agreement will be extended for a period of thirty (30) calendar days to allow further negotiations.
4. The parties may at any time, by their mutual agreement in writing, modify or supplement this Contract in any particular.

2.2 In the event that any provision contained herein is adjudged in a court of law to be in violation of applicable law, both parties shall enter into immediate negotiations on the particular issue. Notwithstanding such adjudication and negotiation, all of the other provisions of this Agreement shall remain in full force and effect.

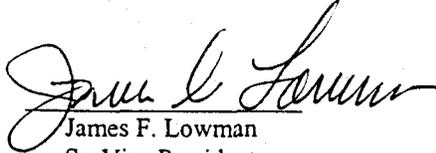
2.3 Meeting for negotiations, as outlined above, shall be held upon request of either party at a time and place agreeable to both parties. Up to four (4) Local Representatives on the Union's Collective Bargaining Committee, who are active employees of the Company, shall be excused without pay for those hours they participate in meetings with the Companies' Collective Bargaining Committee during their normal workday.

2.4 If it becomes necessary for the Company to lay off regular personnel the selection of employees for layoff shall be based upon equal factors of company acquired knowledge, ability, training and disciplinary record with length of service being the determining factor where knowledge, ability, training and disciplinary record are equal. In the event contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by affixing the signatures of their authorized representatives this 11th day of April, 2002.



Joel Bell
Business Manager,
IBEW, Local 769



James F. Lowman
Sr. Vice President,
Central Arizona Division,
Southwest Gas Corp

MEMORANDUMS OF UNDERSTANDING

Medical, Dental and Vision Plan Renegotiation 11/26/01

Should the Union identify a Medical, Dental or Vision plan which will provide the same or increased benefits for employees for less premium cost to the employer; then upon request by the Union the Parties shall commence negotiations for the limited purpose of reviewing the adoption of such plan. Such plan may not have any unfunded liability. Implementation of such change in plans will take place at such point in time where the Company can do so without penalty.

Wickenburg District 11/29/01

Workday. The Service Technician assigned to read meters as his regular assignment shall start his day from home, and will end his day at the Wickenburg Operations Center, on days approved by the supervisor. The Wickenburg District Service Technicians will start their workday at the Wickenburg Operations Center, and will end their workday at the Wickenburg Operations Center, or at their home, whichever is closer. The Parker District Service Technician will start and end his workday at home. This will be in force unless and until mobile workforce technology is implemented for Wickenburg and Parker District Service Technicians.

Vacation. The Service Technician, who is assigned to read meters, as his regular assignment, will not be included in the vacation selection rotation with the other Wickenburg and Parker Customer Service employees. Notwithstanding this provision, no more than one of the four Customer Service employees in the Wickenburg and Parker areas will be allowed off for vacation at the same time from November 1 through February 1.

On-Call Provisions. Upon supervisory approval, it is permissible for employees to drive out of the District while they are on-call.

The Parker District Service Technician will not be on call seven (7) consecutive days once each month, which is comprised of five (5) regular workdays and two (2) weekend days and will not be on call one additional weekend each month.

Due to the increased on-call responsibilities of employees assigned to Wickenburg or Parker, those employees will be allowed de minimus use of company vehicles, while on call, to transport family members. Should the employee be notified to respond to a call, the employee must leave his passenger at the site and immediately respond to the call.

All personnel will be placed on an annually rotating on-call list.