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IBEW Local 1116

**INTERVENTION RECEIVED**

2008 OCT 21 A 10:57

AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission  
**DOCKETED**

OCT 20 2008

DOCKETED BY

**BEFORE THE ARIZONA**

**CORPORATION COMMISSION**

IN THE MATTER OF THE  
APPLICATION OF TRICO  
ELECTRIC COOPERATIVE, INC.,  
AN ARIZONA NONPROFIT  
CORPORATION, FOR A  
PERMANENT RATE INCREASE,  
FOR A DETERMINATION OF THE  
FAIR VALUE OF THE  
CORPORATION'S ELECTRIC  
SYSTEM FOR RATEMAKING  
PURPOSES, FOR A FINDING OF  
A JUST AND REASONABLE RATE  
OF RETURN THEREON, AND FOR  
APPROVAL OF RATE SCHEDULES  
DESIGNED TO DEVELOP SUCH  
RETURN.

Docket No. E-01461A-08-0430

**IBEW LOCAL 1116'S  
APPLICATION TO INTERVENE**

Pursuant to A.A.C. R14-3-105(A) and (B), Local Union 1116, International Brotherhood of Electrical Workers, AFL-CIO ("IBEW Local 1116"), by and through undersigned counsel, hereby moves the Arizona Corporation Commission ("ACC") for leave to intervene as a party in the above-captioned matter.

IBEW Local 1116 is "directly and substantially affected by the proceedings," *id.*, inasmuch as it is the exclusive representative of approximately one-hundred (100) employees of Trico Electric Cooperative, Inc. ("Trico"). IBEW Local

1 1116 and Trico have been parties to a long series of  
2 collective bargaining agreements ("CBA") concerning rates of  
3 pay, wages, hours of employment, and other terms and  
4 conditions of employment at Trico. The current CBA,  
5 portions of which are attached hereto as an exhibit, remains  
6 in force between the parties with the earliest date of  
7 termination being December 31, 2008. See Article XXXI,  
8 §31.2. Ostensibly, IBEW Local 1116 represents all of  
9 Trico's employees except for managerial, professional and  
10 administrative employees, who, because of the nature of  
11 their work are identified with the executive and supervisory  
12 functions. *Id.* at Article II, §2.2 & Exhibit A thereto.

13 As set forth in Article I to the CBA, a copy of which  
14 is attached hereto at pp. 1-2, Trico has recognized the  
15 critically important, and patently obvious, role that IBEW  
16 Local 1116 plays when it comes to furthering the broader  
17 public interest:

18 1.1 It is the intent and the purpose of the parties  
19 hereto that this Agreement reached as a result of  
20 collective bargaining between the parties shall  
21 set forth the rates of pay for a full and fair  
22 day's work, hours of work and other conditions of  
23 employment, and provide the orderly means for  
24 settlement of disputes arising hereunder, in order  
25 to permit orderly and peaceful relations, achieve  
26 uninterrupted performance of the COMPANY's  
27 operations, and secure the highest level of  
28 employee performance consistent with safety, good  
health and sustained effort.

1.2 The parties have a common interest in the rural  
electric cooperative industry and therefore, have  
tried to develop in this Agreement a system to  
improve the relationship between the COMPANY and  
the UNION recognizing that the COMPANY serves the  
public. The parties also recognize that progress

1 in our industry is furthered by a mutuality of  
2 responsibility on the part of the COMPANY and the  
3 UNION. The parties further recognize that they  
4 are most likely to benefit by continuous peace and  
5 by adjusting differences relating to the Agreement  
6 through the grievance procedure set forth therein.

7 1.3 The COMPANY is engaged in supplying electric  
8 service requiring continuous operation as a rural  
9 electric cooperative, and it is agreed that  
10 recognition of the requirement of the obligation  
11 of continuous service during the term of the  
12 Agreement is imposed both on the COMPANY, the  
13 EMPLOYEES, and the UNION.

14 1.4 The UNION agrees that the employees covered by  
15 this Agreement will individually and collectively  
16 perform loyal and efficient work and service and  
17 promote and advance the welfare of the COMPANY and  
18 protect its service to the public at all times.

19 1.5 The parties recognize that achievement of the  
20 above stated intent will require full  
21 understanding of and regard for the respective  
22 rights and responsibilities of the parties to the  
23 Agreement. They also recognize that they have a  
24 mutual interest in cooperation, which will enable  
25 safe, economical, efficient operation of the  
26 business.

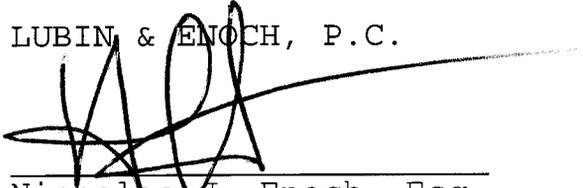
27 Based on the above, IBEW Local 1116 not only has a  
28 direct interest in the outcome of this rate case, but there  
is a substantial risk that this case may impair its interest  
absent being permitted to intervene into the above-captioned  
matter. Because Article XV, §3 of the Arizona Constitution  
expressly provides that "[t]he Corporation Commission  
shall... make and enforce reasonable rules, regulations, and  
orders for the convenience, comfort, and safety, and the  
preservation of the health, of the employees and patrons of  
[public service corporations]," IBEW Local 1116 is confident  
that its participation in this proceeding will not unduly  
broaden the topics delineated in A.R.S. §40-301[C] and

1 presented herein. Similarly, because no existing (or  
2 potential) party adequately protects the interests of IBEW  
3 Local 1116, it is confident that its participation in these  
4 proceedings will lead to a more well-reasoned decision on  
5 the part of the ACC.

6 **WHEREFORE**, it is respectfully requested that IBEW Local  
7 1116 be permitted to intervene in the above-captioned matter  
8 as a party.

9 RESPECTFULLY SUBMITTED this 21<sup>st</sup> day of October 2008.

10 LUBIN & ENOCH, P.C.

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12 \_\_\_\_\_  
13 Nicholas J. Enoch, Esq.  
14 Attorney for Intervenor-Applicant

15 ORIGINAL and thirteen (13) copies  
16 of IBEW Local 1116's Application  
17 to Intervene filed this 21<sup>st</sup> day  
18 of October, 2008, with:

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

23 COPIES of the foregoing  
24 transmitted electronically  
25 this same date to:

26 Jane L. Rodda, Administrative Law Judge  
27 Hearing Division  
28 Arizona Corporate Commission  
400 West Congress, Ste. 218  
Tucson, Arizona 85701-1352

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2006

AGREEMENT

by and between

TRICO ELECTRIC COOPERATIVE, INC.

and

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL UNION 1116, AFL-CIO

Effective

JANUARY 1, 2006

through

DECEMBER 31, 2008

## **AGREEMENT**

THIS AGREEMENT made and entered into this 1ST day of JANUARY 2006 by and between TRICO ELECTRIC COOPERATIVE, INC. at 8600 West Tangerine Road, P. O. Box 930, in Marana, Arizona, 85653-0930 and the field operations directed from this location (hereinafter referred to as the "COMPANY") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO Local Union No. 1116 (hereinafter referred to as the "UNION").

A purpose of this Agreement is to preserve and protect the work opportunities normally available to the employees covered by this Agreement. In furtherance of this purpose, the Company acknowledges that it is subject to applicable laws regarding the sale of the Company. Therefore, in that event, it shall advise the prospective purchaser of the Union's representative status and this Agreement and, prior to the conclusion of the sale, schedule a meeting between the Union and the prospective purchaser. The purpose of the meeting is to arrange for the continuation and binding effect of this Agreement."

### **ARTICLE I - INTENT AND PURPOSE**

1.1 It is the intent and the purpose of the parties hereto that this Agreement reached as a result of collective bargaining between the parties shall set forth the rates of pay for a full and fair day's work, hours of work and other conditions of employment, and provide the orderly means for settlement of disputes arising hereunder, in order to permit orderly and peaceful relations, achieve uninterrupted performance of the COMPANY's operations, and secure the highest level of employee performance consistent with safety, good health and sustained effort.

1.2 The parties have a common interest in the rural electric cooperative industry and therefore, have tried to develop in this Agreement a system to improve the relationship between the COMPANY and the UNION recognizing that the COMPANY serves the public. The parties

also recognize that progress in our industry is furthered by a mutuality of responsibility on the part of the COMPANY and the UNION. The parties further recognize that they are most likely to benefit by continuous peace and by adjusting differences relating to the Agreement through the grievance procedure set forth therein.

1.3 The COMPANY is engaged in supplying electric service requiring continuous operation as a rural electric cooperative, and it is agreed that recognition of the requirement of the obligation of continuous service during the term of the Agreement is imposed both on the COMPANY, the EMPLOYEES, and the UNION.

1.4 The UNION agrees that the employees covered by this Agreement will individually and collectively perform loyal and efficient work and service and promote and advance the welfare of the COMPANY and protect its service to the public at all times.

1.5 The parties recognize that achievement of the above stated intent will require full understanding of and regard for the respective rights and responsibilities of the parties to the Agreement. They also recognize that they have a mutual interest in cooperation, which will enable safe, economical, efficient operation of the business.

## **ARTICLE II - UNION RECOGNITION**

2.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment, in accordance with the terms of this Agreement and subject to and in accordance with the provisions of the Labor Management Relations Act of 1947, as amended, the COMPANY recognizes the UNION as the sole bargaining representative of all employees working in the classifications covered by EXHIBIT A of this Agreement.

2.2 The term EMPLOYEE, whenever used in this Agreement, and for the purpose of this Agreement shall include all employees working in classifications covered by EXHIBIT A of this Agreement and shall exclude managerial, professional and administrative employees, who, because of the nature of their work are identified with the executive and supervisory functions.

### **401(K) MATCHING CONTRIBUTION**

29.10 Effective January 1, 2006, the COMPANY will match an employee's contribution to the Company-sponsored 401(K) Plan, up to a maximum of 3.5% of the employee's base wage. Effective January 1, 2007, the COMPANY will match an employee's contribution to the Company-sponsored 401(K) Plan, up to a maximum of 4.0% of the employee's base wage.

### **ARTICLE XXX - SAVINGS CLAUSE**

30.1 If any provision of this Agreement is in conflict with any existing or future State or Federal law, such provision shall become inoperative; but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

### **ARTICLE XXXI - DURATION OF CONTRACT**

31.1 This Agreement shall become effective upon execution by the proper officers of the COMPANY and the UNION.

31.2 This Agreement shall continue in full force and effect until midnight December 31, 2008.

31.3 This Agreement shall continue in effect for successive yearly periods thereafter unless notice is given in writing by either the COMPANY or the UNION to the other party no more than ninety (90) or no less than sixty (60) days prior to the termination date or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, at midnight on December 31, 2008 or the subsequent anniversary date as the case may be.

31.4 The COMPANY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively in respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even

EXHIBIT "A"

See Exhibit "A" from Excel in u:\union\agreements2006\Exhibit A-January 1, 2006

EXHIBIT "A"  
 JOB CLASSIFICATION & WAGE SCALES  
 REVISED: 01/01/2006

Increase 1.03      Outpost 0.25      Bi-Lingual 0.25      2008 Increase 1.035

POSITIONS	01/01	01/01	01/01	01/01
Warehouse Helper				
Cashier				
General Clerk				
Information Processor I				
Automotive Helper				
Receptionist				
Accounting Clerk I (2)				
Groundman				
Distribution Design Aide (2)				
Meter Reader				
Starting Rate	\$12.53	\$12.91	\$13.29	\$13.76
Starting Rate	\$13.22	\$13.62	\$14.03	\$14.53
Base Rate	\$13.92	\$14.34	\$14.77	\$15.29
*Receptionist (Bi-lingual)				
Starting Rate	\$12.75	\$13.13	\$13.52	\$13.99
Starting Rate	\$13.46	\$13.86	\$14.27	\$14.76
Base Rate	\$14.17	\$14.59	\$15.02	\$15.54
Automotive Serviceman I				
Facilities Maintenance Technician				
Computer Operations Assistant/Data Processing Clerk (2)				
Warehouseman				
Information Processor II				
Accounting/Capital Credits Specialist				
Communications & Special Programs Secretary				
Member Accounts Representative I				
Member Representative/Construction Scheduler				
Member Representative/New Services				
Starting Rate	\$14.63	\$15.08	\$15.53	\$16.07
Starting Rate	\$15.45	\$15.91	\$16.39	\$16.96
Base Rate	\$16.26	\$16.75	\$17.25	\$17.85
Apprentice Meter Technician I				
First 6 months, 60% of Meter Technician	\$15.05	\$16.87	\$17.38	\$17.98
Second 6 months, 65% of Meter Technician	\$16.31	\$18.28	\$18.82	\$19.48
*Member Accounts Representative I (Bi-lingual)				
*Member Representative/New Services (Bi-lingual)				
* Member Representative/Construction Scheduler (Bi-lingual)				
Starting Rate	\$14.86	\$15.30	\$15.75	\$16.29
Starting Rate	\$15.68	\$16.15	\$16.63	\$17.20
Base Rate	\$16.51	\$17.00	\$17.50	\$18.10
Member Representative/Computer Clerk I (2)				
Meter Services Specialist I (2)				
Starting Rate	\$13.36	\$13.76	\$14.18	\$14.67
Starting Rate	\$14.20	\$14.62	\$15.06	\$15.59
Starting Rate	\$15.03	\$15.48	\$15.95	\$16.51
Starting Rate	\$15.87	\$16.34	\$16.83	\$17.42
Base Rate	\$16.70	\$17.20	\$17.72	\$18.34
* Meter Services Specialist I - Outpost				
Starting Rate	\$16.10	\$16.58	\$17.07	\$17.66
Base Rate	\$16.95	\$17.45	\$17.97	\$18.59

Accounting Clerk II (2)				
Right-of-Way Assistant				
Member Accounts & Services Rep/Special Accounts				
Member Account Representative II				
Starting Rate	\$15.37	\$15.83	\$16.31	\$16.88
Starting Rate	\$16.23	\$16.71	\$17.21	\$17.81
Base Rate	\$17.08	\$17.59	\$18.12	\$18.75
Member Accounts & Services Rep/Special Accounts (Bi-lingual)				
Member Account Representative II (Bi-lingual)				
Starting Rate	\$15.60	\$16.06	\$16.53	\$17.10
Starting Rate	\$16.46	\$16.95	\$17.45	\$18.05
Base Rate	\$17.33	\$17.84	\$18.37	\$19.00
Meter Tester				
Starting Rate	\$15.80	\$16.28	\$16.77	\$17.35
Starting Rate	\$16.68	\$17.19	\$17.70	\$18.32
Base Rate	\$17.56	\$18.09	\$18.63	\$19.28
Meter Services Specialist II				
Starting Rate	\$16.32	\$16.80	\$17.31	\$17.91
Starting Rate	\$17.22	\$17.74	\$18.27	\$18.91
Base Rate	\$18.13	\$18.67	\$19.23	\$19.90
Accounting/Payroll Specialist				
Automotive Serviceman II				
Data Processing Services Coordinator (2)				
Member Accounts Coordinator (2)				
Draftsperson				
Starting Rate	\$16.65	\$17.15	\$17.67	\$18.29
Starting Rate	\$17.58	\$18.11	\$18.65	\$19.30
Base Rate	\$18.50	\$19.06	\$19.63	\$20.32
Apprentice Meter Technician II				
First 6 months, 70% of Meter Technician	\$17.56	\$19.68	\$20.27	\$20.98
Second 6 months, 75% of Meter Technician	\$18.82	\$21.09	\$21.72	\$22.48
Meter Services Specialist Coordinator				
Starting Rate	\$18.20	\$18.74	\$19.30	\$19.98
Base Rate	\$19.16	\$19.73	\$20.32	\$21.03
Apprentice Lineman I				
Apprentice Equipment Technician I				
First 6 months, 60% of Lineman	\$18.34	\$18.89	\$19.46	\$20.14
Second 6 months, 65% of Lineman	\$19.87	\$20.47	\$21.08	\$21.82
Member Accounts & Services Marketing Rep II (2)				
Starting Rate	\$18.09	\$18.63	\$19.19	\$19.86
Starting Rate	\$19.10	\$19.67	\$20.25	\$20.97
Base Rate	\$20.10	\$20.70	\$21.32	\$22.07
Apprentice Meter Technician III				
First 6 months, 80% of Meter Technician	\$20.07	\$22.50	\$23.17	\$23.98
Second 6 months, 85% of Meter Technician	\$21.33	\$23.90	\$24.62	\$25.47

Automotive Serviceman III				
Distribution Designer I				
Distribution Designer I (Subdivisions)				
Right-of-Way Agent				
Starting Rate	\$19.49	\$20.07	\$20.67	\$21.39
Starting Rate	\$20.57	\$21.19	\$21.82	\$22.58
Base Rate	\$21.65	\$22.30	\$22.97	\$23.77
Equipment Operator				
Starting Rate	\$20.11	\$20.71	\$21.33	\$22.08
Starting Rate	\$21.22	\$21.86	\$22.52	\$23.30
Base Rate	\$22.34	\$23.01	\$23.70	\$24.53
Inspector/Locator				
Starting Rate	\$20.57	\$21.20	\$21.83	\$22.60
Starting Rate	\$21.72	\$22.37	\$23.05	\$23.85
Base Rate	\$22.86	\$23.55	\$24.26	\$25.11
Apprentice Lineman II				
Apprentice Equipment Technician II				
First 6 months, 70% of Lineman	\$21.40	\$22.04	\$22.70	\$23.50
Second 6 months, 75% of lineman	\$22.93	\$23.62	\$24.32	\$25.18
Mapping & Drafting Coordinator				
Senior Warehouseman				
General Accountant - Plant				
General Accountant - Revenue				
Starting Rate	\$20.87	\$21.50	\$22.15	\$22.92
Starting Rate	\$22.03	\$22.70	\$23.38	\$24.20
Base Rate	\$23.19	\$23.89	\$24.61	\$25.47
Apprentice Meter Technician IV				
First 6 months, 90% of Meter Technician	\$22.58	\$25.31	\$26.06	\$26.97
Second 6 months, 95% of Meter Technician	\$23.84	\$26.71	\$27.51	\$28.47
Inspector/Locator Coordinator				
Starting Rate	\$22.21	\$22.88	\$23.56	\$24.39
Starting Rate	\$23.45	\$24.15	\$24.87	\$25.75
Base Rate	\$24.68	\$25.42	\$26.18	\$27.10
<b>IT Specialist/Telecommunications</b>				
<b>IT Specialist/System Administrator</b>				
SCADA Programmer				
Automotive Serviceman IV				
Distribution Designer II				
Distribution Designer II (Subdivisions)				
General Accountant / Revenue (1)				
Starting Rate	\$20.07	\$20.67	\$21.30	\$22.04
Starting Rate	\$21.33	\$21.96	\$22.63	\$23.42
Starting Rate	\$22.58	\$23.26	\$23.96	\$24.80
Starting Rate	\$23.84	\$24.55	\$25.29	\$26.17
Base Rate	\$25.09	\$25.84	\$26.62	\$27.55

Apprentice Lineman III				
Apprentice Equipment Technician III				
First 6 months, 80% of Lineman	\$24.46	\$25.19	\$25.94	\$26.86
Second 6 months, 85% of Lineman	\$25.98	\$26.77	\$27.57	\$28.53
Journeyman Meter Technician				
<b>IT Coordinator/ Internet Services</b>				
Sr. Distribution Designer				
Sr. Distribution Designer (Subdivision)				
Sr. Right-of-Way Agent				
Starting Rate	\$24.57	\$25.31	\$26.06	\$26.97
Starting Rate	\$25.94	\$26.71	\$27.51	\$28.47
Base Rate	\$27.30	\$28.12	\$28.96	\$29.97
Apprentice Lineman IV				
Apprentice Equipment Technician IV				
First 6 months, 90% of Lineman	\$27.51	\$28.34	\$29.19	\$30.21
Second 6 months, 95% of Lineman	\$29.04	\$29.92	\$30.81	\$31.89
Sr. Meter Technician				
Distribution Design Coordinator				
Distribution Design (Subdivision) Coordinator				
Right-of-Way Coordinator				
Starting Rate	\$26.42	\$27.22	\$28.04	\$29.02
Starting Rate	\$27.89	\$28.73	\$29.59	\$30.63
Base Rate	\$29.36	\$30.24	\$31.15	\$32.24
Journeyman Lineman				
Journeyman Equipment Technician				
Starting Rate	\$27.51	\$28.34	\$29.19	\$30.21
Starting Rate	\$29.04	\$29.92	\$30.81	\$31.89
Base Rate	\$30.57	\$31.49	\$32.43	\$33.57
Sectionalizing Coordinator				
Starting Rate	\$27.68	\$28.50	\$29.36	\$30.38
Starting Rate	\$29.21	\$30.09	\$30.99	\$32.07
Base Rate	\$30.75	\$31.67	\$32.62	\$33.76
* Journeyman Lineman/Outpost				
Starting Rate	\$29.28	\$30.15	\$31.05	\$32.13
Base Rate	\$30.82	\$31.74	\$32.68	\$33.82
Crewleader				
Sr. Equipment Technician				
Starting Rate	\$31.59	\$32.54	\$33.52	\$34.68
Base Rate	\$33.25	\$34.25	\$35.28	\$36.51
* Crewleader - Outpost				
Starting Rate	\$31.83	\$32.78	\$33.75	\$34.92
Base Rate	\$33.50	\$34.50	\$35.53	\$36.76

\* These positions calculated by adding twenty five (25) cents to the base wage of the position.

- (1) REDLINED POSITION
- (2) VACANT POSITIONS (as of 1/1/2006)
- (3) BOLDDED TITLES ADDED AS NEW OR MODIFIED CLASSIFICATIONS AFTER 1/1/2006