

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**LETTER OF AGREEMENT**

**IN THE MATTER OF**  
**Arizona Public Service Company**

**Cases 28-CA-298130**  
**28-CA-300287**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party **HEREBY AGREES TO THE FOLLOWING TO AVOID FURTHER CONSIDERATION OF RELIEF UNDER SECTION 10(j) OF THE ACT:**

**REINSTATEMENT OF COURTNEY DUMAS** — The Charged Party will offer Courtney Dumas immediate and full interim reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and privileges previously enjoyed.

**CEASE AND DESIST** — The Charged Party will cease and desist from:

- a) Creating the impression among its employees that their union activities are under surveillance by the Charged Party;
- b) Threatening its employees with unspecified reprisals because they engaged in union activities;
- c) Threatening its employees with unspecified reprisals because they engaged in protected concerted activities;
- d) Promulgating overly-broad and discriminatory directive prohibiting its employees from using the Charged Party's resources to engage in union activities;
- e) Promulgating overly-broad and discriminatory directive prohibiting its employees from posting their pay on their work desks;
- f) Threatening its employees with loss of benefits if they selected the Union as their bargaining representative;
- g) Threatening its employees with loss of the craftsmanship committee if they selected the International Brotherhood of Electrical Workers, AFL-CIO, CLC, as their collective-bargaining representative;
- h) Threatening its employees by inviting them to quit their employment because they engaged in concerted activities;
- i) Granting its employees annual pay raises or other benefits to dissuade them from engaging in union activities; and
- j) Discriminating against its employees in regard to hire or tenure or any term or condition of employment to discourage membership in a union, including by taking any of the following actions to discourage membership in a union:

Initials: \_\_\_\_\_

- a. Prohibiting its employees from working the same schedules as their family members;
- b. Changing its employees schedules;
- c. Causing its employees to have reduced pay rates;
- d. Causing its employees to have decreased paid time off;
- e. Imposing more onerous working conditions on its employees; and
- f. Causing the termination of its employees.

**POSTING OF NOTICE** — After the Regional Director has approved this Letter of Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places in and around its three facilities located at 5801 South Wintersburg Road, Tonopah, Arizona, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted until the National Labor Relations Board issues a decision on the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Consolidated Complaint) dated May 24, 2023, in Cases 28-CA-298130 and 28-CA-300287.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Letter of Agreement resolves the Agency's consideration of whether relief pursuant to Section 10(j) of the National Labor Relations Act in the above-captioned cases is appropriate. This Letter of Agreement does not settle the Consolidated Complaint and litigation of the same will continue, unless otherwise settled.

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Letter of Agreement shall commence immediately after the Letter of Agreement is approved by the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Letter of Agreement by the Charged Party, the Regional Director will resume consideration of Section 10(j) relief.

Initials: \_\_\_\_\_



**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

You have the right to join with your fellow employees in **concerted activities**. These activities include talking to others about your wages, hours, and other terms and conditions of your employment, and bringing issues and complaints about those subjects to us on behalf of yourself and other employees.

**WE WILL NOT** make it appear that we are watching you engaging in activities on behalf of the **International Brotherhood of Electrical Workers, AFL-CIO, CLC (the Union)** on any other labor organization.

**WE WILL NOT** watch you engage in union activities.

**WE WILL NOT** threaten you with unspecified reprisals because you engaged in union activities.

**WE WILL NOT** tell you that you cannot use company resources to engage in union activities.

**WE WILL NOT** prevent you from engaging in concerted activities by telling you that you cannot post your paycheck on your desk, and/or threaten you with unspecified reprisals if you do so.

**WE WILL NOT** threaten you with a lack of access to management, loss of benefits, and/or loss of the craftmanship committee if you select the Union, or any other labor organization, as your collective-bargaining representative.

**WE WILL NOT** prevent you from engaging in union activities by blocking your access to the Union's website.

**WE WILL NOT** invite you to quit your job because you engaged in union and concerted activities.

**WE WILL NOT** grant you benefits to dissuade you from engaging in union activities.

**WE WILL NOT** constructively fire you because you engaged in union activities.

Initials: \_\_\_\_\_

**WE WILL NOT** make it more difficult for you to get to work because you and your spouse engaged in union activities.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** rescind our directives that 1) you cannot use company resources to engage in union activities; and 2) you cannot post your paycheck on your desk.

**WE WILL** offer **COURTNEY DUMAS (DUMAS)** immediate and full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights and/or privileges she previously enjoyed because we constructively discharged her.

**WE WILL**, remove from our files all references to the constructive discharge of **DUMAS** and **WE WILL**, notify **DUMAS** in writing that we have taken this action, and that the materials removed will not be used as a basis for any future personnel action against her.

**ARIZONA PUBLIC SERVICE COMPANY**

(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nrlb.gov](mailto:relay.service@nrlb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

2600 North Central Avenue -Suite 1400  
Phoenix, AZ 85004-3099

**Telephone:** (602)640-2160  
**Hours of Operation:** 8:15 a.m. to 4:45 p.m.

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Initials: \_\_\_\_\_

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: \_\_\_\_\_