

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT 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 and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice, attached as Appendix A, 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 all conspicuous places, where notices to employees are customarily posted, in and around its three facilities located at 5801 South Wintersburg Road, Tonopah, Arizona. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

It is expressly understood that neither a copy of this Agreement nor any other side notice referencing this Agreement shall be physically posted adjacent to the Board's notices. A duly-appointed Board agent may enter the Charged Party's facility, at reasonable times and in a manner not to unduly interfere with the Charged Party's operations, for the limited purpose of determining whether the Charged Party is in compliance with the notice-posting requirements of this Agreement.

INTRANET POSTING – The Charged Party will also post on its intranet for its three facilities located at 5801 South Wintersburg Road, Tonopah, Arizona a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlr.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE — The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who work at its three facilities located at 5801 South Wintersburg Road, Tonopah, Arizona. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 28 of the National Labor Relations Board in Cases 28-CA-298130 and 28-CA-300287." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlr.gov.

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

BACKPAY — Within 14 days from approval of this Agreement, the Charged Party will make whole **COURTNEY DUMAS (DUMAS)** by payment to her of the amount opposite her name. The Charged Party will make appropriate withholdings for **DUMAS**. No withholdings should be made from the interest portion of

the backpay. The Charged Party, for **DUMAS**, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Compliance Officer, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to the individual, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Name	Backpay	Interest	Expenses	Pecuniary Damages	Total Excess Tax Liability	Front Pay	Total
COURTNEY DUMAS	\$95,931.00	\$4,687.00	\$0.00	\$0.00	\$1,617.00	\$97,765.00	\$200,000.00

NEUTRAL REFERENCE — Should any prospective employer contact the Charged Party seeking a reference for **DUMAS**, the Charged Party will provide a neutral reference, confirming her dates of employment and positions held. The Charged Party will not mention the circumstances surrounding the termination of **DUMAS**' employment and will not mention the unfair labor practice charges filed by the Charging Party.

OUTPLACEMENT SERVICES — Because **DUMAS** elected to waive reinstatement, the Charged Party will, at its own expense, provide **DUMAS** with third-party outplacement employment services for the 12-month period beginning on the date of the Regional Director's approval of the Settlement Agreement, if **DUMAS** requests the Charged Party to pay for such services.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement,

(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 maintain the following rule in our Ethics Policy, or anywhere else, that can be construed to prohibit you from talking to each other about your wages, hours, and other terms and conditions of employment, or otherwise restrict you from engaging in protected concerted activities:

4. RESPONSIBILITIES

3.1 All Company personnel, including Board of Directors

[. . .]

3.1.3 All Company personnel should participate fully in all investigations.

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

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

WE WILL NOT tell you that you cannot use company computers to engage in union activities during non-working time.

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 hold meetings which discourage you from engaging in union activities without informing you attendance is voluntary and that your attendance and/or nonattendance will not result in any reprisal or benefit.

WE WILL NOT threaten you with a removal of our open-door policy, 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 discriminatorily prevent you from engaging in union activities by blocking your access to union websites that do not present a cyber security threat.

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 terminate your employment because you engaged in union activities.

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 the rule set forth above in our Ethics Policy and either **WE WILL** 1) furnish all current employees with an insert for our Ethics Policy that (a) advise that the overly-broad provision or requirement has been rescinded, or (b) provide language of the lawful provision or requirement; or 2) publish and distribute revised Ethics Policy that (a) does not contain the overly-broad provision or requirement, or (b) provide language of the lawful provision or requirement.

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

WE WILL make whole **COURTNEY DUMAS (DUMAS)**, who has waived her right to reinstatement, for any loss of earnings and other benefits resulting from her discharge, less any net interim earnings, plus interest, and **WE WILL** also make whole **DUMAS** for any other direct or foreseeable pecuniary harms suffered as a result of her discharge, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL, within 14 days, remove from our files all references to the discharge of **DUMAS** and **WE WILL**, within 3 days thereafter, 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 or referred to in response to any inquiry from any employer, employment agency, unemployment insurance office, or reference seeker, or otherwise used against her.

WE WILL compensate **DUMAS** for the adverse tax consequences, if any, of receiving a lump-sum backpay payment.

WE WILL, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, or such additional time as the Regional Director may allow for good cause shown, file with the Regional Director for Region 28 a copy of **DUMAS'** corresponding W-2 form(s) reflecting the backpay payment.

WE WILL file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay payment to the appropriate calendar years for **DUMAS**.

WE WILL pay for a third-party company to provide outplacement services to assist **DUMAS** with finding other employment for a period of up to 12 months, if **DUMAS** requests that we pay for her to receive such services.

WE WILL provide **DUMAS** with neutral references to any future reference seeker.

ARIZONA PUBLIC SERVICE COMPANY

(Employer)

Dated: _____

By: _____

Director,

(Representative)

(Title)

Human Resources PV

Uphunt 8.7.23
Michelle Gilchrist

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@nlrb.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.

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.