

COLLECTIVE BARGAINING AGREEMENT

Between

MOHAVE ELECTRIC COOPERATIVE, INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 769

Term: April 1, 2006 through March 31, 2011

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COLLECTIVE BARGAINING AGREEMENT

Agreement by and between Mohave Electric Cooperative, Inc. and the International Brotherhood of Electrical Workers, Local Union 769.

As used hereinafter in this Agreement, the term "Company" shall mean Mohave Electric Cooperative, Inc. and the term "Union" shall mean Local Union 769, I.B.E.W.

ARTICLE I BASIC PRINCIPLES

The Company and the Union have a common and sympathetic interest in providing the members of the Company with a dependable electric power supply for their homes and businesses. Therefore, a working system and harmonious relations are necessary to maintain and improve the relationship between the Company, the Union and the Public. Progress demands a mutuality of confidence between the Company and the Union. All will benefit by adjusting any differences by rational common sense methods.

The Company recognizes the Union as the sole collective bargaining agency between itself and the employees covered under the terms of this Agreement.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. The Company is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous operation, during the term of this Agreement, is imposed upon the Company, the Union and the employees.
2. The Company and the Union mutually agree to cooperate in achieving increased productivity for the mutual benefit of all concerned, through better utilization of manpower, equipment and methods of work.
3. The Company and the Union agree that they will cooperate in their mutual efforts to promote harmony and efficiency among the Company's employees.
4. The Union agrees that bargaining unit employees will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company and the protection of its service to the public at all times.
5. The Company and the Union agree that there will be no discrimination against any employee in matters relating to employment because of race, color, religion, national origin, sex, age, disability, veteran status or any other legally protected status or membership or non-membership in the Union. References to one gender in this Agreement shall be deemed to include the other gender.
6. Nothing herein will prohibit the Company from taking all actions necessary to comply with the Americans With Disabilities Act (ADA) and the Arizona Disabilities Act and this Agreement shall be interpreted to permit reasonable accommodation of the disability as required by state or federal law. The parties agree to proposed accommodations. In the event of conflict with the Agreement, the statutory requirements will control.
7. The Company and the Union agree that supervision and control of all operations and the direction of all working forces are vested in the Company, including but not limited to, the right to hire, classify, assign, reassign, train, lay

off, evaluate, promote, demote, transfer, discipline and discharge its employee for proper cause, provided any action does not conflict with explicit provisions of this Agreement. An employee who has been disciplined or discharged shall be advised, in writing, of the reason for such action and may seek relief under the Grievance/Arbitration provisions herein.

8. Nothing in this Agreement is intended or shall be used to violate any municipal ordinance, state law, federal law or any other legal public requirement, nor is it intended to allow public or personal danger to either the general public, the Company, or any employee.
9. The Company and the Union agree that all employees covered by the terms of this Agreement shall diligently pursue such "on the job" training and comprehensive technical training provided by the Company and/or the Union in order to create the most highly skilled classifications of employees for the Company's work force. The failure of any employee to comply with this section may, after a meet and confer with the Union, result in termination of employment by the Company.

ARTICLE II STEWARDS AND ACCESS

Recognizing that the Company and the Union will achieve mutual benefits from a continuous and harmonious relationship, the Company agrees that the Union shall have the right to appoint a steward. The Union shall inform the Company of the name of the employee appointed Steward immediately upon such appointment. Any steward appointed shall be a "regular" employee of the Company. The steward shall be allowed sufficient time during regular working hours to perform his duties with no loss of pay. The steward shall not be discharged for the performance of his duties, however, he may be disciplined or discharged for just cause subject to review by the grievance procedure.

The Company and the Union agree that the Union Business Manager and/or his representatives shall be permitted to visit the working places of employees within the bargaining unit for purposes of fulfilling their obligation to such employees in the administration of this Agreement upon reasonable notification and permission from the Chief Executive Officer. Such permission shall not be unreasonably withheld. Such visit(s) shall not interfere with the work of the employees. The Union shall not intimidate or coerce employees in the acquisition or retention of membership. No Union organizational activity shall occur on company property during working hours.

ARTICLE III GRIEVANCE / ARBITRATION

The provisions of this Article shall be the exclusive method to be followed by the Union and the employees in the adjustment or settlement of all grievances and disputes regarding the interpretation of application of this Agreement. The Employer cannot file grievances.

The Company and the Union agree to meet in reference to grievances which may arise during the term of this Agreement, but noting in this Agreement shall prevent or preclude any employee from going to the Company respecting matters, other than Union business, relating to himself, however, nothing in this Agreement shall be construed as to prevent the Union steward from taking the matter up with the Company. An employee must discuss the matter with the Manager of Operations or his designee and attempt to resolve the matter before filling a grievance.

Section 1. Time Limitations:

Any grievance not brought to the attention of the Manager of Operations or his designee in writing within five (5) working days from the date of the occurrence of the incident which led to the grievance shall be abandoned and

waived, thus preventing an accumulation of grievances.

Grievances shall be brought to the Manager of Operation or his designee during the first or last thirty-minute period of a normal work day.

Section 2. Processing of Grievances:

STEP 1: Grievance must be submitted in writing within five (5) days from the date of the occurrence to the Manager of Operations or his designated representative. It is the intention of the Union and the Company that every reasonable effort be made to settle grievance at this level. If not satisfactory settlement is reached, it shall be referred to the Management Labor Committee.

There shall be a Management-Labor Committee ("Committee") of three (3) representing the Company and three (3) representing the Union which shall conduct its meetings no earlier than the last thirty (30) minutes of the shift after the end of the Grievance Committee's work shift. All Grievances shall first be submitted to the Committee for final disposition by a majority vote. If there is no majority vote, the grievance may be referred to the balance of this Grievance / Arbitration Procedure. If the Union has not notified the Company in writing of its intent to arbitrate within twenty (20) calendar days after receipt of the Labor Management Committee's decision, the matter will be considered closed and not subject to further processing.

Grievance Meetings:

1. Within ten (10) days after receipt of the request for arbitration, the Employer's representative and the Union's representative shall request a list of seven (7) Arizona arbitrators from the Federal Mediation and Conciliation Service and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first list deletion. The ten (10) day time limit period referred to above may be extended by mutual agreement of the parties in writing.
2. The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Employer, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Employer violated the express terms of this Agreement and he shall have no authority to add to, subtract from, supplement or modify this Agreement in any way or to rule on any matter except while this Agreement is in full force and effect between the parties.
3. The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties. The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) affected.
4. The fees and expenses of the arbitrator shall be borne equally by the parties.
5. In cases involving discrimination, employment tort, violations of public policy or statutes, the employee has the option of using the Company's Alternative Dispute Resolution Procedure (when finalized) after exhaustion of the Grievance Procedure.
6. No employee of the bargaining unit, except the Union Steward, shall receive Company paid time off to attend an arbitration hearing held during regular work hours Monday through Friday.
7. No employee of the bargaining unit, including the Union Steward, shall receive Company paid time-off to attend an arbitration hearing held after regular working hours, or on Saturday or Sunday.

**ARTICLE IV
NO STRIKE / NO LOCKOUT**

1. The Employer will not engage in a lockout during the term of this Agreement.
2. During the term of this Agreement, under no circumstances will the Union or the employees engage in, instigate, cause, permit, encourage or take part in any strike, boycott, work stoppage, slowdown, cessation or work, interruption of work, sympathy strike, unfair labor practice strike, picket, curtailment of work, reduction of production, or interference of any kind with the operations of the Employer.
3. In any economic strike after the expiration of this Agreement, the Employer may replace any striking worker.

**ARTICLE V
TERMINATION**

This Agreement shall be effective from April 1, 2006, through March 31, 2011, and for one (1) year periods thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to March 31, 2011, or any anniversary date thereafter, notifying the other that the Agreement has been canceled or requesting that the Agreement be amended.

**ARTICLE VI
EMPLOYEE STATUS**

1. Employees covered by this Agreement shall be designated as "regular" or "introductory" employees.
2. All new employees, within the bargaining unit, shall be "introductory" employees during the first six months of employment from the last hire date. "Introductory" employees may be discharged, laid off, demoted or transferred at the sole discretion of the Company. There shall be no recourse to the grievance and arbitration procedure by or on behalf of any "introductory" employee. Upon satisfactory completion of the "introductory" period, such employees shall become "regular" employees and shall obtain seniority retroactive to his date of hire.
3. All employees who are currently employed and are employees covered by this Agreement, who have been employed for six months or more by the Company shall be considered "regular" employees with all the rights, benefits and protection set forth in this Agreement. All such "regular" employees shall have their seniority dates established as of their most recent date of hire.

**ARTICLE VII
SENIORITY**

1. There shall be two (2) types of seniority: "Company" seniority and "Classification" seniority. Company seniority is the total length of continuous service with the Company from the last hire date. Classification seniority is the total length of service in a particular job classification and is the seniority to be used in promotions, layoffs, and rehiring of laid off employees, qualifications being relatively equal. Qualifications are defined as knowledge, training, ability, skill, adaptability and efficiency.

Senior qualified employees shall have preference with respect to promotion subject to the seniority rules hereof.

2. If it becomes necessary to lay off employees, the Company shall determine which classification is to be reduced. The Company shall lay off employees according to their classification seniority, however, nothing in this Agreement shall prevent the company from moving any employee to another job classification, if the employee agrees, in order to retain such employee's services elsewhere within the Company. Upon rehire, then the Company shall strictly adhere to classification seniority.
3. In determining an employee's seniority rights, continuity of his service shall be deemed to have been broken by reason of any of the following:
 - a. Resignation
 - b. Discharge
 - c. Failure to report back to work within ten (10) days after notice of recall is given either in person or by depositing such notice in the certified mail addressed to the recalled employee's last known mailing address. The responsibility of keeping the Company informed of the employee's whereabouts shall rest solely with the employee.
 - d. Layoff for more than six (6) months.
4. Any employee transferred from the bargaining unit to a supervisory position shall accrue both Company and classification seniority while a supervisor, and will be credited with his accumulated seniority in the event he is transferred back into the bargaining unit.
5. Any employee off duty due to an industrial accident, suffered while working within the course and scope of his employment with the Company, shall retain and accrue all seniority rights for the period during which he is entitled to benefits from Workers Compensation insurance, but not to exceed one (1) year.
6. Any employee off duty due to sickness or non-industrial accident, supported by a doctor's report ordering him to remain off work, shall retain and accrue all seniority rights for a period of twelve (12) weeks of such sickness or accident. Such an employee shall retain all seniority for a period not to exceed 24 weeks which includes the first 12 weeks.
7. All job vacancies within the bargaining unit shall be posted "in house" for a period of not less than three (3) days (Monday-Friday) prior to the filling of such Vacancies. All qualified current employees of the bargaining unit shall have the opportunity to bid these jobs before the Company goes "outside" to fill these vacancies. Qualifications shall be determined in a fair and equitable manner. Until assignment is made by bid, vacancy may be filled with any available employee in order to maintain the continuity and efficiency of operations.

ARTICLE VIII OUTSIDE CREW REGULAR WORKING HOURS

A normal day's work shall be constituted by eight (8) consecutive hours of work between the hours of 6:00 A.M. and 5:30 P.M., Monday through Friday, with thirty (30) minutes for an uncompensated lunch period between the hours of 11:00 A.M. and 1:00 P.M., to be decided by the Company, based on conditions of the job. The use of the terms "normal" and "regular" are used interchangeably throughout this contract to refer to the same days, hours, etc. Unless otherwise specified, the employee must bring his own lunch to the job site on regular working days, as conditions may not allow other options to obtain a lunch. If due to call-out circumstances beyond the employee's control, lunch was not brought to the job site, such employees may arrange with their immediate Supervisor other means of obtaining a lunch on that day. The immediate Supervisor's approval shall be obtained prior to exercising other options available for obtaining a lunch. The regular working hours, as defined below, may be adjusted to take advantage of daylight and weather conditions.

Bullhead City Crew:

May 15 - September 15	6:00 A.M. - 2:30 P.M.
September 16 - May 14	8:00 A.M. - 4:30 P.M.

Kingman Crew:

May 15 - September 15	7:00 A.M. - 3:30 P.M.
September 16 - May 14	8:00 A.M. - 4:30 P.M.

Hours are subject to change for continuity or efficiency of operations.

Meter readers shall not start work earlier than 7:00 A.M.

There shall be no compounding of any pay in this Agreement.

ADDITIONAL SHIFTS

1. In addition to the above description of a normal day's work, the Company may also add one or more shifts, which will be comprised of any consecutive eight (8) hour period per day during the normal work week, Monday through Friday, which will then be the normal day's work for that shift. All rules for the above described normal work day will also apply to the additional shift(s), including but not limited to mid- shift meals, overtime and being subject to change for continuity or efficiency of operations.
2. The staffing of additional shifts shall be in accordance with Article VII, Section 7, except an employee assigned to fill a vacancy on an additional shift will be given written notice one week in advance, except during times of emergency.

OVERTIME

1. Overtime on all work performed shall be paid at time and one-half the employee's regular straight time rate of pay. Overtime shall be construed as all hours worked in excess of eight (8) hours per normal working day at the employee's regular straight time rate of pay during the normal work week, Monday through Friday.
2. When any employee within the bargaining unit is required by the Company to be on "on-call status" during other than normal working hours, such employee(s) shall receive a total of five (5) hours pay, at his regular straight time rate, for those hours between 12:01 A.M. Monday and through 12:00 Midnight on the immediately following Friday. Such employees shall receive one (1) hour per day per non-holiday. "On-call status" is defined as any time other than normal working hours when an employee is required to be available to work.
3. When any employee(s) within the bargaining unit is required by the Company to be on "on-call status" on any holiday, as set forth herein, or any Saturday or Sunday, such employee(s) shall receive four and one-half (4 1/2) hours pay, for each Saturday, Sunday, or holiday, at his regular straight time rate, for being on "on-call status" for each such holiday, Saturday or Sunday. When any employee within the bargaining unit is required by the Company to be on "on-call status" for seven (7) consecutive days, then such employee shall receive one (1) additional hour's pay, at his regular straight time rate of pay, for such seven (7) day period.
4. When any employee(s) within the bargaining unit is required by the Company to be on "on-call status", it shall be such employee's sole responsibility to be ready, willing and able to report for work, and to be at his regular work station within (30) minutes, should he be called by the Company to report for work. Such thirty (30) minute period

shall commence at the time the Company begins placing the report for work call to such employee(s). The Company shall allow such employee(s) to arrange for another employee(s), who holds the same classification (Journeyman replaces Journeyman, Apprentice replaces Apprentice, etc.) as the employee(s) currently on "on-call status", to "substitute" for him on "on-call status." However, such employee(s) shall bear the sole responsibility for arranging the "substitute" to take his place. Further, the "substitute" shall receive all such "on-call status" pay that would ordinarily accrue to such employee(s) for the period of such "substitution". Should such aforesaid employee(s) fail to report for work as directed, or has failed to provide for a qualified "substitute", then such employee(s) shall forfeit all such "on-call status" pay that has accrued to him for that pay period and may be subject to further disciplinary action up to and including termination of employment by the Company.

5. When any employee(s) within the bargaining unit is called to work, outside his normal working hours, excluding holidays, such employee(s) shall be paid at the rate of time and one-half his normal rate of pay. Such employee(s) shall receive not less than one (1) hours pay, or actual hours worked, whichever is greater, for such call out. Should such call out extend into an employee's regular working day, the employee(s) shall be paid his straight time rate of pay for hours worked between his regular starting time and his regular quitting time.
6. The Company shall not require any employee within the bargaining unit to work more than sixteen (16) consecutive hours or an accumulation of sixteen (16) hours without a eight (8) hour rest period, except in cases of emergency where the public health and safety is in jeopardy. Consecutive hours worked in excess of the sixteen (16) hours or an accumulation of sixteen (16) hours without a continuous eight (8) hour rest period will be paid at the rate of double times the normal rate of pay.
7. In the event of inclement weather, Monday through Friday, all employees within the bargaining unit shall receive eight (8) hours pay, at their regular straight time rate of pay, whether such employees are sent home or not, however, such employees shall perform such other tasks, as may be required by the Company.

ARTICLE IX HOLIDAYS

1. The following holidays shall be "paid" holidays. Each employee in the bargaining unit shall receive 8 hours pay at the employee's straight time rate of pay, for the following holidays the same as if the employees in the bargaining unit had worked provided that the employee is a full-time regular employee and has been on the Company payroll continuously for three (3) months prior to the holiday in question.

New Years Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	The Day after Thanksgiving Day
Memorial Day	Veteran's Day	Christmas Day

2. When any of the holidays set out above shall fall on a Sunday, the following Monday shall be considered the holiday. When any of the holidays set out above shall fall on a Saturday, the Friday immediately preceding shall be considered the holiday. Holidays shall not be considered as time worked for computation of overtime.
3. Any employee who does not report for work on his last scheduled work day before a holiday, or his first scheduled work day after a holiday, and has not been excused by the Company, or is unable to report for work because of illness or injury, unsupported by a letter from a medical doctor, shall forfeit that holiday's pay.
4. Because the Company is a public service utility, the Union recognizes that some of the employees within the bargaining unit must work on one or more of the above holidays. When such an employee(s) works on a holiday, that employee(s) shall receive eight (8) hours holiday pay at the straight time rate, plus one and one half times (1.5x) his normal rate of pay for all hours worked on a holiday. Per Article VIII, Section 6, "Consecutive hours worked in excess of the sixteen (16) hours or an accumulation of sixteen (16) hours without a continuous eight (8)

hour rest period will be paid at the rate of double times the normal rate of pay."

5. Working time shall be construed as that starting time assigned by the Company to the employee(s), beginning at the employee's regular duty station, and ending when the employee(s) is released by the Company to leave his regular duty station.
6. An employee that is scheduled to work on a holiday and does not shall receive no holiday pay unless excused, and may be subject to further disciplinary action up to and including termination of employment by the Company.
7. An employee's work schedule shall not be changed for the work week in which the holiday occurs for the purpose of changing the scheduled day off from its regular day to a holiday.
8. The Employer may assign employees to work holidays.

ARTICLE X VACATION PAY

1. Vacations will be scheduled in accordance with business need.
2. Vacation time is provided as a benefit to employees.
3. Vacation time will be given as follows:
 - a. The vacation period is determined as the calendar year from January 1 to December 31.
 - b. New hire employees will be eligible for vacation time off after reaching their first anniversary date. Such vacation time will be prorated based on the number of months remaining in the calendar year after the month in which the first anniversary date is reached.
 - c. Employees with two (2) or more years of service will receive a minimum of eighty (80) hours vacation time each year.
 - d. Beginning with the year in which six (6) years of continuous employment are completed, each regular full-time employee is entitled to eight (8) additional hours time off for each calendar year worked up to a maximum of one hundred and sixty (160) hours vacation time per calendar year.
4. Vacation time off cannot be accumulated and/or carried over to the following year. Exceptions to accumulated and/or carried over may be approved only by the Chief Executive Officer or his designated representative.
5. Requests for vacation time must be made in writing and approved by the immediate supervisor. Every effort will be made to grant request for vacation time and to adhere to pre-arranged vacation schedules. In cases of emergency, vacations may be rescheduled. No vacation pay will be paid to employees on strike.

ARTICLE XI PERSONAL TIME OFF

1. After six (6) months as a regular employee of the Company, any employee upon request may be granted up to three (3) days of personal time off chargeable to any accumulated sick leave days that fall within a three consecutive calendar day period to attend the funeral for a member of their immediate family, provided, however, it is established that the employee attended the funeral. Immediate family shall be defined as spouse, son,

daughter, brother, sister, father, mother, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, or mother-in-law.

2. In lieu of unpaid leave, an employee shall be allowed to use not more than three (3) days of personal time off per calendar year chargeable to any accumulative sick leave days for the purpose of caring for a member of his/her immediate family who is ill. The Company may require proof of such family member's illness.
3. The Company may request verification of the circumstances, prior to such leave being granted, and may refuse to grant such leave where, in the judgment of the Company, such verification proves to be unfounded.
4. Personal Time Off shall not be taken in less than thirty (30) minute increments.
5. Personal Time Off taken to care for an immediate family member's serious health condition shall be counted concurrently as leave taken under the Family and Medical Leave Act (FMLA of 1993).

ARTICLE XII JURY DUTY

1. All regular full time employees, who have been called for jury duty by a Federal or State of Arizona Court, on a normally scheduled work day, shall be paid the difference between jury duty pay and their regular straight time rate of pay, not to exceed eight (8) hours pay in one day.
2. Employees must notify the Company immediately when called for jury duty. Employees shall furnish the Company with a statement from an officer of the court setting forth the time and day(s) on which they reported for jury duty and their compensation due/received for jury duty.
3. Jury duty pay shall be limited to no more than thirty (30) days during each calendar year.

ARTICLE XIII SICK OR INJURY LEAVE

1. Each employee within the bargaining unit will begin accruing eight (8) hours sick leave payable at the employee's current regular straight time rate for each full month of service from their last hire date. Upon the completion of six months continuous service, the employee shall be eligible to use a maximum eight (8) hours "paid" sick leave per day, in the event of the employee's illness. Such sick leave hours shall allow the affected employee, to be absent from his assigned work station because of injury of illness.

A medical release to return to work issued by a physician is required from any employee with less than two (2) years of service. Upon attainment of two (2) years of service, a physician's release to work will be required when a total of forty (40) hours sick leave time is accumulated during a calendar year, or anytime an employee uses sick leave for three (3) consecutive work days.

2. Each employee within the bargaining unit shall be allowed to accumulate not more than five hundred twenty (520) hours of sick leave time. All unused hours in excess of five hundred twenty (520) hours shall be purchased by the Company on the anniversary of the employee's employment date, at the then current rate of pay of each employee, at twenty-five percent (25%) of the hourly value thereof.
3. Any employee within the bargaining unit, upon normal retirement or upon retirement because of disability as determined by the United States Social Security Administration, who has accumulated sick leave hours shall require the Company to repurchase such accumulated sick leave hours at fifty percent (50%) of the then hourly

value at the employee's regular straight time rate of pay.

4. Sick leave accrual will discontinue after the employee has been off work thirty (30) calendar days, for any reason, and shall not be retro-active should the employee return to work after the leave.

ARTICLE XIV WAGES

See Exhibit "A" (attached). After April, 2010, Appendix A must be re-negotiated.

ARTICLE XV WORKING CONDITIONS

1. The Company shall provide all vehicles for the transportation of all employees, equipment, tools and materials required by the Company for the operation, installation and completion of all work assigned by the Company to the employees.
2. The Company shall provide all "specialized" tools and equipment that are to be used by the employees in the pursuit of their assigned work.
3. The employees shall provide their own "hand" tools, safety belts, safety straps, climbing "irons", lineman's boots, regular leather working gloves and appropriate clothing for the work assigned to them. The Company shall provide leather "gauntlets" gloves to each Lineman not to exceed three (3) pair per year. Worn out gauntlets must be turned in to the Company at the time a new pair is requested.
4. The Company shall replace worn out and/or unsafe "safety straps" and "gaffs" upon a determination by the Company that such safety straps and/or gaffs are in fact worn out and/or unsafe for further use upon presentment of old straps and gaffs.
5. All employees classified as "Journeyman Lineman" or "Apprentice Lineman" shall provide their own "lineman's" boots. Such "lineman's" boots that are worn out, in the service of the Company, shall be replaced upon a determination by the Company that such boots are worn out and/or unsafe for further use. The Company agrees to reimburse "linemen" up to one-half (1/2) the cost of rebuilding his boots or up to one-half (1/2) the cost of new boots, not to exceed one (1) pair of boots per calendar year, with the amount to be prorated during the transition year of April 1, 2006 through March 31, 2007, based on the prior date of rebuilding or purchase.

Additionally, upon proper verification of purchase, the Company agrees to contribute up to fifteen Dollars (\$15.00) toward the purchase of leather, steel-toe, safety footwear for warehouse personnel. This offer is limited to one (1) pair per calendar year upon exchange with the amount to be prorated during the transition year of April 1, 2006 through March 31, 2007, based on the prior date of rebuilding or purchase.

6. It shall be the Company's responsibility to determine the number of employees on any job assignment, however, should a dispute arise as to the disposition of employees, then the appropriate section(s) of the "Company Safety Manual", incorporated by reference as though fully set forth herein, shall prevail. Any Apprentice Lineman or Groundman may perform work on any un-energized or de-energized project, without a Journeyman Lineman present, when said work is specifically assigned by the Operations Supervisor.
7. A full meal will be provided by the Company for overtime work which continues two (2) hours beyond the normal work day and any four (4) hours thereafter, or, in lieu of a meal, fifteen dollars (\$15.00) may be paid, at the discretion of the Company.

8. Company provided caps and other items of clothing which have the company logo or company name attached may only be worn during work, at work, or as otherwise specifically authorized, directed or required. The company logo or company name may only be attached to company approved apparel.

JOB SAFETY

1. The safety rules of the Company, and the "Company Safety Manual", shall be made part of this Agreement and are incorporated by reference as though fully set forth herein. It is to the benefit of the Company, the Union and the employees to insist on responsible and safe work practices so as to prevent injury or death to the employees, damage to Company equipment and property and protect the welfare of the general public.
2. In the interest of promoting safety on the job and protecting employees from injury, the Company shall provide all necessary protective shields and first aid equipment which in its judgment are practicable and necessary and shall continue its present policy of establishing and maintain safe work rules, practices and facilities for the prevention of accidents and the protection of the health and safety of its employees and the Union shall cooperate with the Company to these ends.
 - a. The Company will continue to maintain proper working conditions and shall give prompt consideration to any suggestions made by any employee in regard thereto.
 - b. The Union and the Company agree that the discharge of any employee found to have a detectable amount of drugs or alcohol at or above cut-off levels as determined by the NIDA (National Institute on Drug Abuse) or willful violation of safety laws or rules and regulations promulgated by the Company shall be just cause.
3. Adequate protective devices shall be supplied to the employees by the Company, including eye protection, where such protection is needed. Such eye protection shall be supplied to individual employees, when necessary, and shall not be used by other employees.
4. The Company shall be responsible for the periodic testing of all "rubber goods". The date of such testing shall be plainly indicated on all "rubber goods" so tested. Antiseptic powder for use in rubber gloves shall be available at all times when such gloves are in use. All "rubber goods" shall be kept in first class condition and when not in use, shall be kept in containers suitable for storage of "rubber goods". The Company shall provide such containers.
5. No employee shall be required or permitted to provide his own rubber gloves nor shall he be permitted to assume any responsibility for the safety factor, by way of dielectric examination, of any "rubber goods" or equipment. All such responsibility shall be assumed directly by the Company, however, all employees shall be held responsible for any abuse of, or failure by, such employees in the proper use of any such "rubber goods" or Company furnished equipment.
6. It is the responsibility of the Company and the Union to ensure the safety of the employees and their compliance with these safety standards and rules. Anything in this Agreement notwithstanding, the Company shall have the right to discharge any employee immediately upon a showing of conduct by any employee that he has placed himself, or other employees, in jeopardy of injury or death by the willful disregard of the aforementioned safety rules.
7. The Company and the Union acknowledge the dangers and costs that "substance abuse" creates in the electrical industry in terms of safety and productivity.
8. Any employee may be required by the Company to submit to "substance abuse" testing when an accident occurs or where probable cause exists to cause the Company to believe that there may be drugs or alcohol present in the

body when such employee is on Company time in accordance with state and federal law. The Company shall pay for all such tests, unless the test is positive, in which case the employee whose test is positive shall pay for any requested retesting. The Company shall have the right to immediately discharge any employee on the job who tests positive. Any testing charges shall be deducted from the employee's final pay.

9. The establishment of a general standard of dress and personal appearance is a necessity in maintaining and furthering the Company's image as well as the respect of co-workers. Therefore, in the interest of safety, appearance/cleanliness, and public image, it shall be the Company's responsibility to determine what it considers appropriate for each particular job classification.

EMPLOYEE JOB SKILL IMPROVEMENT PLAN

The Company agrees to continue the education policy for employees that presently exist for the term of this Agreement. There shall be no change in this policy except by mutual agreement of the parties hereto.

ARTICLE XVI PAY PERIOD

1. The normal pay days shall be on the fifth (5th) day of each month and on the twentieth (20th) day of each month. The check received on the twentieth (20th) of the month shall include all compensation accrued between the first (1st) and the fifteenth (15th) of the same month, less such deductions as may be required by law or in accordance with this Agreement. The pay check received on the fifth (5th) of the month shall include all compensation accrued between the sixteenth (16th) of the prior month and the end of that month, less such deductions as may be required by law or in accordance with this Agreement.
2. When any pay date falls on a Sunday, the following Monday shall be considered the pay date. When any pay date falls on a Saturday, the Friday immediately preceding shall be considered the pay date.

ARTICLE XVII EMPLOYEE BENEFITS

Mohave Electric may increase any classification benefits including but not limited to wages, vacation time-off, sick leave, health insurance, dental/vision insurance, retirement plans, life insurance, etc., of bargaining unit employees at anytime without notification or authorization.

1. The following presently existing benefit plans and current benefit levels and/or Company contributions, as set forth in the applicable summary plan description document(s), incorporated by reference as though fully set forth herein, shall remain in full force and effect for the term of this Agreement except as noted above: Health Insurance, Retirement and Security Program, SelectRe Pension Plan, Long-term Disability and Life Insurance.

ARTICLE XVIII APPRENTICESHIP RULES

1. The Company and the Union agree to establish an Apprenticeship Training Program for Apprentice Linemen.
2. There shall be a Joint Apprenticeship Training Committee consisting of three (3) representing the Company and three (3) representing the Union. The Committee shall elect its own Chairman and Secretary. It shall meet

regularly at such times as it may decide. However, it shall meet within forty-eight (48) hours when notice is given by either party. Each party to this Agreement shall be allowed to cast the full vote of its members the same as if all were present and voting.

3. The Committee shall establish rules, criteria, policy and standards that govern the conduct and procedures of the Apprenticeship Program within the United States Bureau of Apprenticeship guidelines.
4. Apprenticeship meetings shall be scheduled the last thirty (30) minutes of the work shift.

**ARTICLE XIX
SEPARABILITY CLAUSE**

Should any part of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties hereto shall, thereupon, seek to negotiated substitute provisions which are in conformity with applicable law.

**ARTICLE XX
GENERAL SAVINGS CLAUSE**

If any provisions of this Agreement may not be put into effect because of applicable Legislation, Executive Orders or Regulations, then such provisions, or any part thereof, shall become effective at such time, in such amounts, and for such periods, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ACCEPTED BY:

For the Company:

Robert E. Broz
Chief Executive Officer
Mohave Electric Cooperative, Inc.

Date: _____

For the Union:

Joel D. Bell
Business Manager
I.B.E.W. Local Union 769

Date: _____

APPENDIX "A"

WAGES

HOURLY RATES

	4/1/06	EFFECTIVE 4/1/06	EFFECTIVE 4/1/07	EFFECTIVE 4/1/08	EFFECTIVE 4/1/09	4/1/10
		4.00%	3.25%	3.15%	3.15%	To be negotiated
Journeyman Lineman	\$29.31	\$30.48	\$31.47	\$32.46	\$33.49	
Apprentice Lineman						
0 to 6 Months	\$14.33	\$14.90	\$15.39	\$15.87	\$16.37	
6 to 12 Months	\$15.75	\$16.38	\$16.91	\$17.45	\$17.99	
12 to 18 Months	\$16.53	\$17.19	\$17.75	\$18.31	\$18.89	
18 to 24 Months	\$17.32	\$18.01	\$18.60	\$19.18	\$19.79	
24 to 30 Months	\$18.19	\$18.92	\$19.53	\$20.15	\$20.78	
30 to 36 Months	\$19.07	\$19.83	\$20.48	\$21.12	\$21.79	
36 to 42 Months	\$20.49	\$21.31	\$22.00	\$22.70	\$23.41	
Thereafter	\$21.99	\$22.87	\$23.61	\$24.36	\$25.12	
Groundman						
0 to 6 Months		\$11.72	\$12.10	\$12.48	\$12.88	
6 to 12 Months		\$12.95	\$13.37	\$13.79	\$14.22	
Thereafter		\$13.24	\$13.67	\$14.10	\$14.54	
Meter Reader						
0 to 6 Months		\$11.16	\$11.52	\$11.88	\$12.26	
6 to 12 Months		\$12.57	\$12.98	\$13.39	\$13.81	
12 to 18 Months		\$13.86	\$14.31	\$14.76	\$15.23	
18 to 24 Months		\$14.93	\$15.42	\$15.91	\$16.41	
24 to 30 Months		\$16.47	\$17.01	\$17.54	\$18.10	
Thereafter		\$18.12	\$18.71	\$19.29	\$19.90	
Locator		\$19.52	\$20.16	\$20.79	\$21.45	
Utility Serviceman		\$18.12	\$18.71	\$19.29	\$19.90	

APPENDIX "A" (continued)

WAGES

HOURLY RATES

	EFFECTIVE 4/1/06	EFFECTIVE 4/1/07	EFFECTIVE 4/1/08	EFFECTIVE 4/1/09	4/1/10
	4.00%	3.25%	3.15%	3.15%	To be Negotiated
Warehouseman					
0 to 6 Months	\$11.72	\$12.10	\$12.48	\$12.88	
6 to 12 Months	\$13.86	\$14.31	\$14.76	\$15.23	
12 to 18 Months	\$16.09	\$16.61	\$17.13	\$17.67	
Thereafter	\$17.24	\$17.80	\$18.36	\$18.94	
Equipment Servicemen					
0 to 6 Months	\$12.95	\$13.37	\$13.79	\$14.22	
6 to 12 Months	\$14.57	\$15.04	\$15.52	\$16.01	
12 to 18 Months	\$16.88	\$17.43	\$17.98	\$18.54	
Thereafter	\$19.00	\$19.62	\$20.24	\$20.87	
Substation Equip. Technician					
0 to 6 Months	\$20.19	\$20.84	\$21.50	\$22.18	
6 to 12 Months	\$22.29	\$23.01	\$23.74	\$24.48	
12 to 18 Months	\$23.99	\$24.77	\$25.55	\$26.36	
Thereafter	\$24.61	\$25.41	\$26.21	\$27.03	
App. Substation Equip. Tech.					
0 to 6 Months	\$17.12	\$17.67	\$18.23	\$18.81	
6 to 12 Months	\$17.63	\$18.20	\$18.77	\$19.37	
12 to 18 Months	\$18.63	\$19.23	\$19.84	\$20.46	
18 to 24 Months	\$19.62	\$20.26	\$20.90	\$21.56	
24 to 30 Months	\$20.61	\$21.28	\$21.95	\$22.64	
30 to 36 Months	\$21.61	\$22.31	\$23.02	\$23.74	
36 to 42 Months	\$22.61	\$23.34	\$24.08	\$24.84	
42 to 48 Months	\$23.61	\$24.38	\$25.14	\$25.94	
Thereafter	\$24.61	\$25.41	\$26.21	\$27.03	
Meter Technician					
0 to 6 Months	\$18.26	\$18.86	\$19.45	\$20.06	
6 to 12 Months	\$20.19	\$20.84	\$21.50	\$22.18	
12 to 18 Months	\$20.69	\$21.36	\$22.03	\$22.72	
Thereafter	\$21.20	\$21.88	\$22.57	\$23.28	

