



# Administration of Apprenticeship Agreements & Schedule for Training Hours & Courses

(Lines, Substations, Metering and  
Telecommunications)

## *Foreword*

The material contained in these standards has been developed jointly by representatives of Nevada Power Company d/b/a NV Energy ("Company") and the International Brotherhood of Electrical Workers Local 396 ("Union") in accordance with contractual provisions of a Collective Bargaining Agreement (CBA-396) between the two parties.

The following outline of training programs, courses, and study requirements, shall constitute an obligation on the part of the Company to provide on-the-job training, study courses as outlined and to keep records (thereof) for all employees assigned to the classification of apprenticeship and shall constitute an obligation on the part of the employees so assigned to participate in the training program and in the keeping of records of progress as herein outlined.

It is not the intent of either party to set standards that conflict with any State or Federal law or regulation. Should any such conflict arise, the law will supersede these standards. The Joint Apprenticeship Training Committee (JATC-396) has dedicated it's time to develop an efficient program of apprenticeship to ensure that the apprentice of today, through a systematic program of on-the-job training and related classroom instruction to become a qualified well-rounded journeyman employee of tomorrow.

All actions taken by the JATC-396 shall be in the best interest of the apprentice, management, labor, and the public.

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## SECTION I: DEFINITIONS

1. **Standards:** Shall mean this entire document, including supplementary agreements and attachments.
2. **Joint Apprenticeship Training Committee ("JATC"):** Means the Committee responsible for operating the programs described in sections of these standards hereinafter referred to as the "Committee". There may be more than one Committee depending upon the Company and line of business. Only one Committee will have jurisdiction over each apprentice.
3. **Company/Employer:** Nevada Power Company d/b/a NV Energy
4. **Collective Bargaining Agreement (CBA):** Means any agreement entered into by the union with the employer that provides for employer-sponsored training.
5. **Journeyman:** Means a qualified union craft worker in the skilled trade classification covered in these standards.
6. **Apprentice:** Shall mean a person who has entered into a written apprenticeship agreement providing for employment and training under the terms and conditions of these standards and, as such, shall constitute the only persons so employed.
7. **Apprenticeship Agreement:** This term, which is synonymous with the word "indenture" as sometimes used, means the written document between the apprentice and the joint apprenticeship training Committee stating the responsibilities and obligations of the parties thereto in connection with the apprentice's employment and training under these standards.
8. **Registration Agency:** The Nevada State Apprenticeship Council  
  
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Las Vegas, NV 89101  
Ph: 702-486-2524
9. **Union:** IBEW Local 396 Union

### Savings Clause

*As used in this agreement, pronouns imparting the masculine gender shall be considered applicable to both sexes.*

## **SECTION II: APPRENTICESHIP COMMITTEE**

### ***Scope and Authority***

- A. The union and the Company shall establish a Committee, known as the Joint Apprenticeship Training Committee (JATC).
- B. The Committee will be composed of four (4) Company representatives and four (4) union representatives. The Committee shall have representation from all areas of apprenticeship within the Company. All areas have equal representation on the Committee. Parties strive to make appointments that represent all areas where apprentices are employed.
- C. The Committee shall have the responsibility for developing new apprenticeship programs, evaluating and amending existing apprenticeship programs, standards for progress, methods of testing and scoring, apprentice working conditions, and procedures for removal or freezing wage step progression when an apprentice fails to meet established requirements.
- D. In case of failure on the part of any apprentice to fulfill his obligations to the department, attendance, or grades the Committee shall have the authority to extend or revoke his apprenticeship agreement with the approval of the Company and the union.
- E. The apprentice agrees to abide by decisions made by the Joint Apprenticeship Training Committee, Company and union but retains the right of appeal to the Nevada State Apprenticeship Council.
- F. The JATC is authorized, with the approval of the Company, to extend the term of apprenticeship no more than six (6) months over the scheduled term of the apprenticeship when the apprentice fails to successfully complete the requirement for the current six-month period or to attain journeyman status.

### ***Procedures***

- A. The Committee shall elect from its members a chairperson. The chairperson shall vote only in the case of a tie. A Committee secretary shall be appointed by the Crafts and Trades Training Department and will not have a vote in any Committee business.
- B. If an apprentice is absent due to an injury or medical issues resulting in short term disability or any approved medical leave, his loss of time will be considered a temporary medical suspension. His apprenticeship will be given a medical suspension ("freeze") until he is able to resume his physical duties. He will be required to keep the Committee informed of his status and if requested to appear before the Committee.
- C. A quorum shall consist of at least four (4) of the members, at least two (2) members appointed by the Company and two (2) members appointed by the Union.
- D. The Committee shall schedule regular meetings and shall establish the time and place of such meetings. Special meetings may be called when judged necessary.
- E. The Committee secretary, or designee, shall be responsible for keeping minutes of all meetings, active apprentice files, the registration of apprenticeship agreements, and all other records and reports of the Committee. Inactive and graduated apprentice files will be kept with the Human Resources designee.

## *Duties*

- A. To conduct surveys and studies to determine industry training needs and skill requirements, and to develop other data essential to establishing adequate and effective plans and programs of training.
- B. To periodically review these Standards and keep them consistent with National Standards and changes within the industry.
- C. To indenture, under a written agreement, all apprentices accepted for training under the provisions of these standards.
- D. To determine the kind and amount of on-the-job training and experience to be required of apprentices and to arrange for such experience and training.
- E. To determine the kind and amount of supplemental instruction to be required of apprentices and to arrange for such instruction to be provided. (Minimum of 144 hours per year)
- F. To provide adequate and reasonably continuous job training and supervision for apprentices and to regulate the number of apprentices to be allowed by the employer within the established ratio of apprentices to journeymen.
- G. To establish a system of records, reports and examinations that will provide means of determining the progress and conduct of each apprentice in both the on-the job training and related instruction requirements throughout their apprenticeship.
- H. To adjust such differences as may arise between the parties of an apprenticeship agreement as may come within the scope of these Standards.
- I. To determine when apprentices have satisfactorily met all requirements of their apprenticeship, to recommend their acceptance as Journeymen, and to obtain and award an appropriate "Certificate of Completion of Apprenticeship" to those satisfactorily completing all requirements of their apprenticeship.
- J. To register all apprenticeship agreements with the registration agency within ten (10) days of signature and notify the registration agency of all subsequent apprentice actions taken by the Committee affecting these agreements, such as suspensions, cancellations and completion of apprenticeship.

## **SECTION III: DEFINITION OF APPRENTICESHIP**

Under this agreement, an apprentice is defined as a person who meets the "Qualification for Apprenticeships" as set forth in Section IV, and who:

- A. As his principal occupation, is engaged in learning and assisting in the particular craft.
- B. Has entered into a written apprenticeship agreement with the Company, which subscribes to the craft, standards contained in the individual apprenticeship program agreement. The apprentice is required to participate in an approved program of training in manual skills and related general and technical subjects as prescribed by the minimum requirements of the apprenticeship agreement.
- C. The Company will register all apprenticeship agreements with the respective union and the Nevada State Apprenticeship Council. The Company will notify the registration agency of all subsequent apprentice actions taken by the Committee affecting these agreements, such as

suspensions, cancellations, and completions of apprenticeships.

## **SECTION IV: QUALIFICATIONS FOR APPRENTICESHIP**

- A. Must be 18 years of age.
- B. Have a valid driver's license at the time he is selected.
- C. Must be physically able to perform all work of the trade with reasonable accommodation, if necessary.
- D. All apprentices shall be recruited and selected in accordance with the current CBA.
- E. A journeyman, regardless of his present classification will not be permitted to bid back into an apprenticeship he has successfully completed.
- F. If an employee voluntarily drops out of an apprenticeship, or is terminated by the Committee, he must wait one year to re-apply to the apprenticeship. He may not enter any apprenticeship program without a thorough review and approval by the JATC.
- G. General Rules:
  - 1. Applications will be current for two years only. Applicants must resubmit current/updated applications bi-annually.
  - 2. Workkeys tests will be honored for two years.
  - 3. Any person from outside the Company who is being considered to fill an apprenticeship vacancy will have to meet the same pre-qualification standards as an employee.
  - 4. The employment, selection, and training of apprentices shall be without discrimination because of race, color, age, religion, national origin, physical disability, sex or sexual orientation. The Company will take affirmative action to provide equal opportunity in apprenticeships and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and EEO.

## **SECTION V: RESPONSIBILITIES OF APPRENTICES**

The Joint Apprenticeship and Training Committee impresses upon all apprentices that in signing the apprentice agreement they have voluntarily agreed to abide by the provision of these apprenticeship standards. Each apprentice is informed of the following responsibilities and obligations under the apprenticeship system.

- A. To diligently and faithfully perform the work of the occupation as assigned by the employer in accordance with the provisions of the standards.
- B. To respect the property of the employer and abide by the working rules and regulations of the employer and the registration agency.
- C. To regularly attend and satisfactorily complete the required related instruction as provided.
- D. To develop safe working habits and conduct themselves in their work in such a manner as to assure their own safety as well as that of their fellow workers.
- E. Under normal circumstances, the apprentice will be expected to complete the apprenticeship program in the prescribed manner. If an apprentice decides he does not want to complete the apprenticeship, the Company in accordance with the CBA may reassign him.
- F. Upon satisfactory completion of the requirement of the apprenticeship program, the apprentice will reclassify to journeyman in accordance with the CBA. The job change into an apprenticeship program will be viewed and handled as a job promotion according to the CBA.



## **SECTION VI: APPRENTICESHIP AGREEMENT**

All apprentices shall enter into and sign a written Apprenticeship Agreement with the Joint Apprenticeship and Training Committee and the registration agency. The signing of the Apprenticeship Agreement with the Committee obligates the Committee to actually employ the apprentice. It also obligates the Committee to see that the apprentice is assigned to a Journeyman and is kept as continuously employed as is possible when work is available.

The Apprenticeship Agreement shall contain a statement making the terms and conditions of these Apprenticeship Standards as part of the agreement. For this reason, every apprentice applicant will be required to read these Standards before signing the agreement.

Each apprenticeship agreement will be registered with the registration agency.

## **SECTION VII: TERMS OF APPRENTICESHIP**

- A. The Company's apprenticeship programs will be operated in accordance with the rules and regulations set forth in CFR 29, Part 29, EEO.
- B. The Company shall provide adequate and safe equipment and facilities for the training of apprentices in accordance with the CBA.
- C. All apprentices shall be paid progressively increasing schedule of wages in accordance with the CBA. The workday, workweek, and the working conditions for the apprentice shall be the same as those for the journeymen.
- D. The term of apprenticeship shall be specified in the apprentice agreement depending on the craft involved. These hours are based on a forty-hour workweek.
- E. The term shall be divided into six-month training periods and any time lost during a period, as determined by the JATC, must be made up before an apprentice may be advanced to the next period or to the journeymen classification.
- F. Each program will provide work processes detailed in the Apprenticeship Agreement and in the curriculum from the training schedule documents.
- G. Upon successful and satisfactory completion of the requirements of the Apprenticeship Agreement, the Committee will notify the Nevada State Apprenticeship Council and Bureau of Apprenticeship and Training. The Committee will obtain and issue to the apprentice certificate of completion of apprenticeships from both of these agencies.

## **SECTION VIII: APPRENTICESHIP TRAINING STANDARDS**

- A. A "Schedule of Training Hours and Courses" will be developed for each apprenticeship program. This standard will indicate the training time for each phase of training or work process.
- B. The training time indicated will be indicative, not restrictive, of the emphasis or amount of time that should be spent on each phase. It must be emphasized that the total time spent on any work phase during any one-progression period may vary with the individual, workload, and amount of related instruction. The assignment of work phases to progression periods may be varied, but the minimum assignments should be met during the term of the apprenticeship.
- C. Each apprenticeship training standard shall contain the following information:
  - 1. The trade or craft involved
  - 2. The processes in the trade or craft in which the apprentice shall be given work experience and the approximate number of hours to be spent on each process



3. The number of hours to be spent in related or supplementary instruction which will total at least 144 hours per year.
  4. A specific list of the supplementary training material to be covered and the method it will be administered.
  5. The procedure used to record training hours and to review and evaluate progress.
  6. Minimum standards and progress required.
- D. Each new apprentice will receive copies of the "Apprenticeship Agreement". The apprentice will be required to read a copy of each of these agreements before starting their training.
- E. The Company will register the "Administration of Apprenticeship Programs" and the "Schedule of Training Hours and Courses" for each trade, with the registration agency. Modifications, amendments, and revisions will also be submitted to the registration agency for approval. This is done after obtaining approvals from the Committee, Company, and the Union. Cancellation and de-registration of programs are subject to the provisions of NRS Chapter 610.
- F. All apprentices shall receive instruction in safe and healthful work practices both on-the-job and in related technical instruction that are in compliance with the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, as amended, by Public Law 1-5-552, Section 3101, November 5, 1990, as amended by Public Law 105-198, July 16, 1998 as amended by Public Law 105-241 September 29, 1998, or State Standards that have been found to be at least as effective as the Federal Standards.

## **SECTION IX: RATIO OF APPRENTICES TO JOURNEYMEN**

- A. Whenever more journeymen are employed, additional apprentices may be employed. The ratio of apprentice to journeymen will not exceed a ratio of one (1) apprentice to three (3) or more journeymen to meet department needs with JATC approval.

## **SECTION X: APPRENTICE WAGES**

- A. Apprentices shall not be paid less than the wage rate specified for their correct period of apprenticeship. Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current journeyman wage. The wage scale to be followed is outlined in the Collective Bargaining Agreement (CBA).

## **SECTION XI: SUPERVISION OF APPRENTICES**

- A. The Committee may employ a representative or trainer to perform such services as it deems necessary to assure proper supervision of apprentices and administration of all apprentice programs. This person will perform functions as are delegated by the Committee. This may include but is not limited to auditing classroom training, record keeping, and resolving apprenticeship issues.
- B. Each line of business, along with the facility selected for related technical instruction will be responsible for supervision of the related instruction classes under the general direction of the coordinator.
- C. The Committee will insist that an apprentice work under a competent journeyman at all times.

## **SECTION XII: PREVIOUS EXPERIENCE**

- A. Applicants who have been employed in a related trade as an apprentice or have completed previous training programs in a related field may be granted an advanced standing. The standing is based upon the recommendation of their supervisor and the approval of the Committee. The department sponsoring the advancement shall furnish evidence of unusual proficiency to the Committee.
- B. Those requesting credit for previous experience and training, outside the supervision of this Committee, must submit their request at the time of their application and furnish such records, affidavits, resume, letters of recommendation, documentation of licenses, and other bona fide evidence as the Committee may require to substantiate their claims. The Committee may require hands on and/or written test to confirm the apprentice can demonstrate the knowledge required at the progressive step.
- C. If deemed necessary by the Committee, they shall undergo the regular probationary period and requests for credit will be evaluated and a determination made on or before the end of the probationary period when the reports covering actual on -the-job performance can be evaluated. Requests for such credit will not be considered at any other time.
- D. Exemption will be given to activated Reservists and National Guard Members. Returning Reservist and National Guard members have 30 days to submit documentation of related training or classroom training they received while on active duty.
- E. After its evaluation, the Committee may grant such credit on the term of the apprenticeship as their evaluation may justify.
- F. An applicant approved for an advanced standing shall be paid the appropriate wage of the training period in which he is placed. If the wage rate has been advanced six months, the apprentice will remain at the top step of the progression for the last twelve months of his apprenticeship.
- G. If an advanced standing is granted, it will be for wages only. The time limits outlined in the apprenticeship agreement and the CBA will be adhered to, and the top-out date will remain the same. Exceptions will be at the discretion of the Committee.

## **SECTION XIII: PROBATIONARY PERIOD**

- A. The first six months of the term of the apprenticeship shall be a probationary period. During this period, the Committee may terminate the apprenticeship agreement upon written request from either the apprentice or the Company, without the formality of a hearing. This is done in accordance with the applicable provisions in the CBA. After the six-month probationary period, the Committee shall not terminate an apprenticeship agreement without a formal hearing.
- B. The employee will be returned to their former classification and headquarters if they fail to complete their six-month probationary period.
- C. After the probationary period, the agreement may be canceled at the request of the apprentice, or may be suspended, canceled or terminated by the Committee for good cause with due notice to the apprentice, and a reasonable opportunity for corrective action.
- D. The Company shall notify the registration agency of all apprentice terminations, including temporary layoff caused by reduction in workload or other unforeseen conditions.
- E. Apprentices will be advised of their appeal rights to the registration agency.

## **SECTION XIV: ADJUSTMENT OF DIFFERENCES**

- A. The employer and the apprentice shall have the right and privilege of appeal to the Joint Apprenticeship and Training Committee in the event of dispute or controversy arising over

interpretations of the provisions of this apprenticeship standard. The Committee shall hear all affected parties and make such adjustments as it considers necessary. Persons wishing the Committee hear such matters should make a request in writing, prior to the Committee meetings, so that it may be placed on the agenda.

- B. Either of the parties may appeal the decision of the Committee to the Nevada State Apprenticeship Council (NSAC) in accordance with the guidelines and timeframes outlined in statute.

## **SECTION XV: DISCIPLINARY ACTION**

- A. The Committee shall have authority to discipline an apprentice who fails to comply with the apprenticeship agreement or rules and instructions of the Committee, and all parties agree to abide by this provision.
- B. The Committee shall notify the apprentice to appear before the Committee for a hearing before such disciplinary action shall be invoked. If the apprentice fails to appear before the Committee, after due notice such disciplinary action may be invoked without a hearing.
- C. An apprentice who does not show reasonable and normal performance in on-the-job training, in related home study, and in classroom training may be granted additional time. This time will be counted as extra time over and above the standard time requirements of the agreement.
- D. Failure of apprentices to fulfill their obligations as to related instruction attendance and progress shall constitute just cause for disciplinary action by the Committee. Therefore, if apprentices are unable to attend sessions due to illness or other just cause, they shall be expected to obtain an official excuse from the appropriate individual prior to class. The apprentice will be instructed during their apprenticeship orientation of who the appropriate person is for them to notify.
- E. All exams will be administered as closed book. Any apprentice found to have stolen, cheated or having gained access to testing answers, questions or information may be immediately removed from the program and will not be allowed to enter any apprenticeship without appearing before the Committee prior to the position being offered for five years from the date of the occurrence.
- F. All apprentices are expected to follow the Company's values and ethics. Each apprentice will be supplied with a copy of the Company's code of conduct. Failure to abide by these standards may be grounds for immediate removal from the program without the ability to reenter any apprenticeship program, in accordance with the CBA.
- G. Action which may be employed by the Committee includes but is not limited to:
- Postponement of scheduled advancement
    - An apprentice who does not show acceptable performance in on-the-job training or related supplementary training may be granted additional time to show improved performance in accordance with Section II F. This extension ("freeze") time will be added to the standard apprenticeship time requirements and shall extend the term of his apprenticeship by that of the freeze.
  - Cancellation of the employee's participation in the apprenticeship program.
- H. Some of the reasons considered as just cause for disciplinary action may include, but is not limited to the following:
- Failure to meet related class attendance and progress requirements.
  - Lack of interest, application to, or satisfactory progress in the work and training on the job.
  - Failure to properly prepare and submit required reports.
  - Undesirable conduct.
  - Failure to demonstrate safe work habits.
  - Lack of respect for Company property.

## SECTION XVI: APPRENTICE PROGRESS EVALUATION AND REPORTING

- A. The Company will establish a system of individual records, reports and examinations that will provide means of determining the progress and conduct of each apprentice in both on-the-job training and related instruction requirements throughout his apprenticeship as required by the registration agency. The Company will retain these records for eight (8) years from the date of apprenticeship completion.
- B. Record of Training Hours:
  - 1. There is a form for each apprenticeship, which contains an outline of the type of work listed under the job standards section of the apprenticeship agreement. This form must be completed, and comments made by the foremen and supervisor. After comments are made, it must be reviewed with the apprentice at which time the apprentice must sign it.
  - 2. The training hour card will be filled out daily and turned in monthly.
  - 3. The training hour card will become part of the apprentice's permanent record
  - 4. Apprentices will fill out their training hour cards as follows:
    - a. Each day enter hours worked in each category.
    - b. Obtain foremen's approval for each day worked.
    - c. At the end of each month, give completed card to supervisor.
  - 5. Foremen/Journeyman will fill out the apprentice's training hour card as follows:
    - a. Review and initial each apprentice's card that worked for him or her each day.
    - b. At the end of the month, fill out the foremen's remarks section; make any necessary comments about apprentice's performance.
  - 6. Supervisors will fill out the apprentice's training hour card as follows:
    - a. At the end of each month, review the training hour card with the foreman.
    - b. Fill out the supervisor's remark section and evaluate the apprentice's progress.
    - c. Review the completed card with the apprentice.
    - d. Have the apprentice sign and make any comments on the completed card.
    - e. Send completed card to the Training Department by the 10<sup>th</sup> of the following month.
    - f. Monthly apprentice cards will not be accepted without the apprentice, foreman and supervisor's signatures.
    - g. The Crafts and Trades Training Department will return a summary of the completed card with the total monthly and cumulative hours to the supervisor and the apprentice.
- C. Apprentice Progress Evaluation:
  - 1. The form titled The Apprentice Monthly Evaluation, must be completed in addition to the Record of Training Hours. Only the JATC or Chairperson may give prior approval for this form to not be completed. Ratings and comments are expected to be made on the form and reviewed with the apprentice prior to submission to the Committee.
  - 2. The following categories will be rated on the report. Additional categories and sub-categories may be added with the approval from JATC.
    - a. Job Knowledge
    - b. Work Habits
    - c. Ability
    - d. Attitude
  - 3. The purpose of this form is to have the foremen and journeymen identify the apprentice's



- progress or any problem areas they may have encountered during the month.
4. This report will be filled out and signed by the foremen and at least one of the journeymen the apprentice worked for during the month. The supervisor or manager will review these forms with the evaluator and apprentice along with the training hour card each month.
  5. Classroom instructors for apprentice classes may also use this form.
  6. After reviewing the forms, the apprentice, and supervisor, or manager will sign them and forward them to the department's trainer with the training hour card. These forms are not forwarded to trainer until the apprentice has reviewed the completed and signed forms. All forms must be rated and signed before submission to the Committee. Department trainers will return any unsigned forms to the supervisor to be completed.
  7. It is mandatory that the remarks on the reverse side of this form will be filled out.

## **SECTION XVII: TESTING**

- A. To progress through the apprenticeship program, the apprentice will be required to pass a progression test for each step of the program. These tests may consist of either written questions or actual performance of specific work processes, or a combination of both, under test conditions. Written and practical tests and the manner in which they are scored will be evaluated and agreed to by the JATC.
- B. A grade of 80% or above will be considered a passing grade on any written test or performance of specific work processes.
- C. If an apprentice fails two tests within the same six-month period they must appear before the Committee.
- D. If an apprentice fails their six month step progression they must retake it before their next regularly scheduled test.
- E. If an apprentice fails two progression tests during their apprenticeship they will be removed from their apprenticeship.
- F. In the event an apprentice has not passed the required progression tests for the current six-month training period, additional training time may be added by the Committee. During this period, the apprentice will not be permitted to do the work or receive the pay of the next higher wage step of his apprenticeship. Upon completion of this additional training period, the apprentice will be given another opportunity to pass the required tests.
- G. All apprentices are required to take and pass the final exam during the last month of their indenture. An overall score of 80% or higher is required to pass; anything below this will be considered a failure. Any failing grade on any portion of the exam will require the apprentice to be placed in a 3 month hold and retake the exam in the allotted time. The Apprentice will be provided with this extension as long as he has not reached the maximum amount of extensions allowed by the JATC agreement. A failing grade on the retest will result in the apprentice being removed from the JATC program.

## **SECTION XVIII: SUPPLEMENTAL RELATED INSTRUCTION**

- A. All apprentices shall receive instruction and experience in all areas of the craft in order to develop a practical, all-around journeyman level of skill and proficiency.
- B. Related classroom instruction, as agreed to by the Committee, may be given to the apprentice during regular working hours or after working hours on the apprentice's own time. The instructors will be journeymen trainers selected by the Company and voluntary journeymen.

- C. Each apprentice shall pursue related supplemental studies for at least 144 hours peryear. This outside training shall be approved by the Committee and may be on the apprentice's own time and without pay from the Company.
- D. Hours spent in related instruction shall not be considered as hours of work.

## **SECTION XIX: ON-THE-JOB TRAINING AND EXPERIENCE**

- A. Under the supervision of a competent journeyman each apprentice shall be given such practical experience and training in the various branches and job processes of the trade as is necessary to develop proficiency and only actual hours worked will be credited on the term of apprenticeship.

## **SECTION XX: APPRENTICE EXAMINATION AND COUNSEL**

- A. Apprentices may be called before the Committee at any time for examination or consultation regarding their apprenticeship.
- B. Examination and review of the apprentice's progress and conduct, both on the job and in the related instruction work, will be conducted by or under the direction of the Committee before each advancement period.
- C. Apprentices not showing satisfactory progress may be held in current period at any time during the apprenticeship or subject to such action as the Committee may determine.
- D. It is mutually agreed that no apprentice shall be advanced to the next period or to journeyman classification except with the prior approval of the Apprenticeship Committee.

## **SECTION XXI: REVISION OF STANDARDS TO CBA**

The action of the Committee and approval of the sponsoring parties may revise this Apprenticeship standard at any time. Copies of any revisions must be registered and approved by the registration agency before becoming effective. Revision of these standards shall not alter apprenticeship agreements already in effect without consent from all parties to the agreement. As used in these standards, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. No section of these standards shall be in conflict with the CBA, and terms of the current working agreement shall supersede any section or sections of these standard, but must meet the minimum requirement of N.R.S. 610, Apprenticeship Councils Rules and Regulations, 29 CFR 29 and 29 CFR30.

## **SECTION XXII: CANCELLATION/DE-REGISTRATION**

De-registration of a program may be affected upon the voluntary action of the Committee by request for cancellation of the registration, or upon reasonable cause by the registration agency instituting formal de-registration procedures in accordance with the provisions of Part 29 CFR30, E.E.O. Upon de-registration or voluntary cancellation of the program, the sponsor will inform each apprentice, within fifteen days, of the de-registration or cancellation, and the effect of such action.



## **SECTION XXIII: GENERAL PROVISIONS**

- A. It will not be permissible, under any circumstances, for an employee to bypass any apprentice training program and enter a classification above the apprenticeship, nor will it be permissible if a journeyman vacancy exists for an employee to become a journeyman in the classification being pursued prior to completion of the term of the apprenticeship training and satisfactory passing of all test requirements. Employees hired to fill journeyman vacancies must be able to demonstrate qualifications and experience equivalent to those required for satisfactory completion of the apprentices' program.
- B. The Company in accordance with the applicable provisions of the CBA may terminate employees disqualified from the program. If disqualified from a program, the employee will not be allowed to reenter into that apprenticeship classification.
- C. If an employee is removed from a program involuntarily at the direction of the Committee, they may not reenter any program without appearing before the Committee. Upon being removed, there is no guarantee of future employment.
- D. Upon being involuntarily removed from an apprenticeship the employee has the right of appeal to the Committee and the Nevada State Apprenticeship Council. The apprentice will have the right to appeal this decision.
- E. The employee must wait one year, after being removed, resigning or completing an apprenticeship, prior to bidding on another apprenticeship.
- F. If an apprentice elects to be voluntarily removed from the program he may bid into any other apprenticeship program after one year. He will be required to meet all current pre-qualifying conditions.
- G. If an employee is removed or resigns from two programs he must come before the Committee prior to his bid being accepted. The Committee has the authority to deny the bid based upon the employee's past apprenticeship and employment record.
- H. Prior to a bid being accepted from an employee who has previously been unsuccessful in a Company apprenticeship, the employee must appear before the Committee. The Committee has the authority to deny the bid based upon the employee's past apprenticeship and employment record.
- I. An apprentice may not bid on another apprenticeship position during their current apprenticeship.
- J. The apprentice shall have the right and privilege of appeal to the Committee in the event of dispute or controversy arising over interpretations of the "Administration of Apprenticeship Programs," the "Schedule of Training Hours and Courses," and supplementary amendments. The Committee shall hear all affected parties and make such adjustments, as it deems necessary. Persons wishing the Committee to consider such matters should make a request in writing to the Committee so that it may be placed on the agenda. "Rules and Regulations" of the registration agency relative to dismissal and appeal shall apply.

This Supplementary Agreement became effective on the 20th day of September, 2024.

JOINT APPRENTICE TRAINING COMMITTEE MEMBERS.

Lincoln Casapane

Paul J. [Signature]

Va [Signature]

[Signature]

Bonnie [Signature]

Michael D. [Signature]

[Signature]

[Signature]

APPROVED AND ACCEPTED:

[Signature]

Labor Relations  
NV Energy

[Signature]

Business Manager, IBEW

APPROVED AND CERTIFIED:

Nevada State Apprenticeship Council

## ATTACHMENT 1

The Company is committed to employ, in its best judgment, the best qualified candidates for approved positions while engaging in recruitment and selection practices that are in compliance with all applicable federal and state laws. It is the policy of Company to provide equal employment opportunity to all applicants.

Individuals interested in an apprenticeship, may submit an employment application when a vacancy is posted. Apprenticeship awards are awarded first as outlined by the NV Energy/IBEW Local 396 Collective Bargaining Agreement and then, should the number of qualified candidates not fill the vacancy need, by consideration of qualified non-Local 396 represented personal (both internal employees and external candidates).

Applicants must meet the following requirements and comply with all requirements in statute:

1. Selection of internal applicants will be governed by the CBA-396

- a. It is the policy of the Company to post vacancies internally for ten (10) calendar days.
- b. For Pre-Qualification Testing the Company utilizes the ACT Work Keys exams in order to establish pre-qualification criteria as outlined below. ACT Work Keys assessments have been used for more than two decades to measure essential workplace skills and build career pathways.
- c. The JATC-396 reserves the right to modify the pre-qualification testing criteria to enforce its duty to the Apprenticeship Programs.
- d. The JATC-396 may also choose to review:

i. Applicable Driver's License

1. If the selected applicant does not have the required driving licenses upon hire, the candidate will have thirty (30) days in which to acquire it or shall be removed from the apprenticeship. (Some positions may require a commercial driver's license CDL.)
2. If the applicant loses his/her license during their apprenticeship and is unable to perform his/her work duties, he/she may receive disciplinary action up to and including discharge from the program.

ii. If the program's job duties require a current drug test on record; the applicant shall be scheduled for one prior to being awarded the position.

iii. Upon accepting the position, the employee may be scheduled for a physical exam. This will be scheduled if the successful candidate is not currently in a job with comparable physical requirements. The doctor will be provided with the essential job functions and demands. The purpose of the physical is to determine if the employee is physically capable of performing the essential functions of the position.

1. An exam will be given by one of the Company-selected doctors or an applicant may go to his/her own doctor.

a. If an applicant goes to his/her own doctor, the Company will reimburse the standard fee that would have been paid to the Company doctor to do the exam. The applicant will pay the remainder.

b. The results of this physical may also be used to satisfy the DOT requirements for their driver's qualification.