

**Supplementary Agreement  
Between  
Nevada Power and  
Local Union 396, I.B.E.W., AFL-CIO**



**Nevada Power<sup>SM</sup>**

**REED GARDNER STATION**

**For Schedule of Training Hours and Courses**

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## **F O R E W O R D**

The material contained in these standards has been developed jointly by representatives of Nevada Power Company (the Company) and Local 396 of the International Brotherhood of Electrical Workers (the Union) in accordance with contractual provisions of a collective bargaining agreement 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 outline, and to keep records thereon for all employees assigned to the classification of apprentice welder 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 Committee has dedicated its 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, can become a qualified all-around journeyman employee of tomorrow.

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

## **I. DEFINITIONS**

As herein referred to:

- A. Standards:** Means this entire document, including attachments.
- B. Joint Apprenticeship and Training Committee:** Shall mean the Committee responsible for operating the program described in Section II of these Standards, hereinafter referred to as the "Committee".
- C. Collective Bargaining Agreement:** Shall mean any agreement entered into by the union with the employer that provides for employer-sponsored training.
- D. Journeyman:** Shall mean a qualified union craft worker in the skilled trade classification covered in these Standards.
- E. 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.
- F. 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.
- G. Registration Agency:** Shall mean the Nevada State Apprenticeship Council.
- I. Company:** Shall mean any entity bound to the collective bargaining agreement with the union and approved by the signatory parties to these Standards.
- J. Union:** Local Union # 396 IBEW.

## **II. JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

### **A. Authority and Scope**

There is hereby established a Joint Apprenticeship and Training Committee which shall establish and administer rules and procedures governing the selection, training and transfer of apprentices, and the area covered by these Standards shall be the wage area as set forth in the collective bargaining agreement.

### **B. Composition**

- 1. The Committee shall be composed of not less than two (2) members representing the Employer and two (2) Union members representing the Employees selected by the group they represent. The Workforce Apprenticeship Consultant will act as Chairperson of this Committee but will abstain from voting. The Chairperson will vote only in case of a tie.

### **C. Procedures**

- 1. The Committee shall elect from its members a Secretary who shall retain right of vote on all matters. The Secretary will be an Employee member.
- 2. A quorum at meetings shall consist of at least one (1) member representing the employers, one (1) member representing the Union.

3. The Committee shall establish such other rules and regulations governing the administration of this program and be submitted to sponsoring organizations affecting collective bargaining agreements.
4. The Committee Chairperson will be charged with establishing a regular order of business and with conducting meetings in a businesslike manner. The Chairperson may also name regular or special committees to handle particular assignments. The Chairperson shall schedule regular meetings and shall establish the time and place of such meetings. Special meetings may be called when judged necessary.
5. The Committee Chairperson, or designee, shall be responsible for keeping minutes of all meetings, apprentice files, the registration of apprenticeship agreements, and all other records and reports of the Committee.
6. The name, address, social security number, veteran or non-veteran status of all apprentices, and all apprentice cancellations, terminations, suspensions and completions shall be reported to the State Apprenticeship Council.

**D. Duties**

1. 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.
2. To periodically review these Standards and keep them consistent with National Standards and changes within the industry.
3. To establish minimum qualifications for apprentice applicants within the area covered by these Standards and devise a system of apprentice selection that will assure the industry of competent workers and all candidates of equal opportunity.
4. To indenture, under a written agreement, all apprentices accepted for training under the provisions of these Standards.
5. 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.
6. 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)
7. To provide adequate and reasonably continuous job training and supervision for apprentices and to regulate the number of apprentices to be allowed the employer within the established ratio of apprentices to journeymen.
8. To establish a system of permanent 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 his/her apprenticeship.
9. To adjust such differences as may arise between the parties of an Apprenticeship Agreement as may come within the scope of these Standards.

10. 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 Agreement.
11. To register all Apprenticeship Agreements with the NV State Apprenticeship Council 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.
12. To be responsible for the successful operation of this program through appropriate administration and supervision of all phases of training. The Company will pay the cost of training.
13. To provide adequate and safe equipment and facilities for training and supervision. To provide safety training for apprentices during both on-the-job training and related instruction training that is in compliance with either 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 101-552, 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.

### **III. QUALIFICATIONS FOR AND SELECTION OF APPRENTICES**

#### **A. Qualifications**

1. Must be at least 18 years of age.
2. Must be physically able to perform all work of the trade with reasonable accommodations, if necessary.
3. Must be legally residing in the United States, genuinely interested in learning the trade, and willing to comply with all terms and conditions of these Standards.
4. Education: High School Diploma, equivalent or completion of school to work within 1 year after being indentured as an apprentice.

#### **B. Procedures**

1. The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex or age. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30, and equal employment opportunity regulations of the State of Nevada.

#### **See Attachment IV: Affirmative Action Plan**

2. All apprentices shall be recruited and selected in accordance with the current Collective Bargaining Agreement, which states:

### **7.3 Staffing Vacancies**

#### **POSTING REQUIREMENT**

When there are no qualified employees who have requested an intra-departmental work location change into job vacancies which are expected to last for more than ninety (90) days, the Company shall post such job vacancies or new jobs on bulletin boards for a period of seven (7) calendar days. It shall be the duty of the Company to set forth in said bulletins the nature of the job, its location and duties, reasonable qualifications required and the rate of pay, unless such information is listed in the collective bargaining agreement. At the same time, the Company will furnish the Union a copy of this bulletin. Employees may file their applications in the Human Resources department by Company mail or by U.S. Mail. However, the Company may not consider any application received after the job bid closing date. All job vacancies must be awarded within twenty-one (21) calendar days of the job bid closing date. If the award is not made within twenty-one (21) calendar days, and is not delayed due to vacations or bid hearings, the successful employee will be paid the new rate for the period from the twenty-one (21) days to the date of the award. This does not apply to the time frame of up to three- (3) week's offer the award for the purpose of transitioning responsibilities.

#### **JOB POSTING SYSTEM**

The Company shall publish job posting and awarding procedures which, at a minimum, comply with the provisions of this agreement. These procedures will constitute the Company's job posting system. Any bargaining unit employee covered by either the clerical or plant collective bargaining agreements may apply and compete equally for any position within the Company. Employees are disqualified from bidding if their most recent performance appraisal total score is less than 2.5 or if they have a letter of discipline which is less than one (1) year old in their Human Resources personnel file.

##### **SELECTION CRITERIA**

Exclusive of the provisions of Articles 7.9 (INTRA-DEPARTMENTAL WORK LOCATION CHANGE), in filling vacancies the following factors shall be considered:

- \* Trade Knowledge
- \* Training
- \* Past Performance with the Company
- \* Ability, skill, adaptability, efficiency
- \* Performance appraisal scores

In addition, the Company retains the right to administer equally fair tests, demonstrations, or physical assessments when such tests will assist materially in determining the qualifications of employees.

When, in the discretion of the Company all factors are substantially equal, Company seniority shall govern.



## SELECTION PROCEDURE

The selection process is according to the current Collective Bargaining Agreement between Nevada Power Company and Local 396 International Brotherhood of Electrical Workers as stated on pages 5 and 6 of this document.

Candidates for apprenticeship are chosen first from those applicants who are currently employees in the bargaining unit at Nevada Power Company.

The list of eligible applicants is taken from those who have taken an aptitude test administered at least yearly by the Company. Those who attain a passing score will be eligible for a period of two years from the date of the test. Failure to obtain a minimum passing score, as determined by the authors of the test, will eliminate a candidate from further consideration. The Company retains the right to raise the minimum score required, should it see the need to do so, provided the raise is applied equally and is not in conflict with the Affirmative Action Plan or any State or Federal Law. Those who fail to obtain a minimum passing score will be eligible to retest after a period of six months. Upon passing the test, the applicant will be reinstated to the eligibility list.

3. All records relating to the recruitment, application, selection and employment of apprentices, as required by the Registration Agency, including identification of minority and female participants shall be maintained for a period of five (5) years and made available to authorized representatives upon request.

## IV. RESPONSIBILITIES OF APPRENTICES

The Apprenticeship and Training Committee should impress upon all apprentices that in signing the apprentice agreement, they have voluntarily agreed to abide by the provisions of these Apprenticeship Standards, and inform the apprentices of their responsibilities and obligations under the apprenticeship system.

- A. To diligently and faithfully perform the work of the occupation and other pertinent duties as assigned by the Company 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 Nevada State Apprenticeship Council.
- 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 they're own safety as well as that of their fellow workers.

## V. APPRENTICESHIP AGREEMENT

- A. All apprentices shall enter into and sign a written Apprenticeship Agreement with the Apprenticeship and Training Committee. 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.

- B. The Apprenticeship Agreement shall contain a statement making the terms and conditions of these Apprenticeship Standards a part of the agreement. For this reason, every apprentice applicant will be required to read these Standards before signing the Agreement.
- C. Each Apprenticeship Agreement will be registered with the Nevada State Apprenticeship Council. Send the original and two copy to the Nevada State Apprenticeship Council.

#### **VI. CREDIT FOR PREVIOUS EXPERIENCE**

- A. All applicants shall undergo the selection procedure described in Section III and Attachment IV of these Standards. 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, resumes, letters of recommendations, of licenses and other bona fide evidence as the Committee may require to substantiate their claims.
- B. If deemed necessary by the Committee, they shall undergo the regular probationary period and request 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.
- C. After its evaluation, the Committee may grant such credit on the term of apprenticeship as their evaluation may justify.
- D. Apprentices who are granted credit shall be advanced to the wage rate for the period to which such credit advances them.

#### **VII. PROBATIONARY PERIOD**

The first six months/1000 hours of the term of apprenticeship under the supervision of this Committee shall be the probationary period. Either party without stated cause can cancel apprenticeship agreements during the probationary period. Full credit will be given toward the completion of apprenticeship for time spent in the probationary period.

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, and with written notice to the apprentice and to the Registration Agency of the final action taken. Apprentices will be advised of their appeal rights to the Nevada State Apprenticeship Council.

#### **VIII. TERM OF APPRENTICESHIP**

The term of apprenticeship shall be a period between 6000 to 8000 hours (approximately 3 to 4 years depending on the occupation) of reasonably continuous employment and training on the job, supplemented by the required hours of related technical instruction.

#### **IX. SUPPLEMENTAL RELATED INSTRUCTION**

- A. The Committee shall annually schedule courses of instruction in subjects related to the trade, and each apprentice shall be required to enroll in and attend all sessions scheduled during each year of apprenticeship. Not less than 144 hours of such instruction shall be scheduled each year.

apprentices are unable to attend sessions due to illness or other just cause, they shall be expected to obtain an official excuse from their supervisor prior to class.

- C. Hours spent in related instruction shall not be classed as hours of work.

## **X. ON-THE-JOB TRAINING AND EXPERIENCE**

- A. Under the supervision of a qualified 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 a proficient and skilled journeyman. The schedule of work experience to be received is set forth in "Attachment 1" of these standards.
- B. Apprentices shall receive instruction in accident prevention and safe work habits. Such instruction shall be coordinated with the actual work being performed on-the-job and with the tools and equipment being used.
- C. The Committee will secure the cooperation of the employer and the journeymen in providing the varied experience and training on the job.
- D. Schedule of Work Experience for the Apprentices:  
See Attachment 1.

## **XI. 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. Disciplinary action, which may be employed at the discretion of the Committee, includes:
1. Postponement of scheduled advancement.
  2. Suspension - temporary removal from the job causing loss of employment for a day or more.
  3. Cancellation - causing termination of the employee in the apprenticeship program.
- 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.
- B. Some of the reasons considered as just cause for disciplinary action may include, but is not limited to the following:
1. Failure to meet related classes attendance and progress requirements.
  2. Lack of interest, application to, or satisfactory progress in the work and training on the job.
  3. Failure to properly prepare and submit required reports.
  4. Undesirable attitude or conduct.

## **XII. HOURS OF WORK**

Apprentices shall work the same number of hours as journeymen employed in the trade, except that apprentices shall not be allowed to work overtime if it interferes with their attendance at related instruction classes.

Only actual hours worked will be credited on the term of apprenticeship.

## **XIII. APPRENTICE WAGES**

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 rate, as follows:

**Note:**

Wage schedule shall be as stated in the Collective Bargaining Agreement between Nevada Power Company and Local 396 International Brotherhood of Electrical Workers.

### **Six Month Periods**

1 <sup>st</sup>	74.25%	5 <sup>th</sup>	85.44%
2 <sup>nd</sup>	77.26%	6 <sup>th</sup>	88.16%
3 <sup>rd</sup>	79.9%	7 <sup>th</sup>	90.94%
4 <sup>th</sup>	82.65%	8 <sup>th</sup>	93.7%

Thereafter: Journeyman Wage Rate. 100%  
(See FORM 5910)

## **XIV. RATIO OF APPRENTICES TO JOURNEYMEN**

In order to secure maximum production and to make adequate provisions for apprentices to learn this trade, the following mandatory ratios of apprentices to journeymen apply: not more than 1 apprentice to 3 journeymen.

## **XV. CONTINUITY OF EMPLOYMENT**

- A. It is the intent of the Committee to keep apprentices continuously employed; however, if the employer is unable to provide such employment for an apprentice, the committee will be notified prior to lay-off.
- B. The employer shall not summarily discharge an apprentice for any reason without notification to the Committee.

## **XVI. ADJUSTMENT OF DIFFERENCES**

The employer and the apprentice shall have the right and privilege of appeal to the Apprenticeship and Training Committee in the event of dispute or controversy arising over interpretations of the provisions of these Apprenticeship Standards. The Committee shall hear all affected parties and make such adjustments, as it considers necessary. Persons wishing the Committee to hear such matters should make a request in writing, prior to the Committee meetings, so that it may be placed on the agenda.

Either of the parties may appeal the decision of the Committee to the Nevada State Apprenticeship Council, Department of Business and Industry, 555 E. Washington, Suite 4100, Las Vegas, Nevada 89101

## **XVII. SUPERVISION OF APPRENTICES**

- A. The Committee may employ a Coordinator or other person to perform such services as it deems necessary to assure proper supervision of apprentices and administration of this program. Such persons shall perform only those functions as are delegated to them by the Committee.
- B. The faculty selected for related technical instruction shall be responsible for supervision of the related instruction classes under the general direction of the Apprenticeship and Training Committee.
- C. The Committee will insist that apprentices work under a competent journeyman at all times and the employer shall designate a person who may be a superintendent, leadperson or journeyman, to be responsible for the training of apprentices on the job. This person shall, with the advice and assistance of the Committee, be responsible for the apprentices' work experience on the job, the recording and rating of the apprentice's on the job training on forms provided for this purpose, and to see that the apprentice attends the related instruction classes.
- D. The employer or designated supervisor may be required to appear before the Committee at intervals to keep the Committee informed as to an apprentice's progress, conduct, interest and attitude.
- E. The employer or designated supervisor will be required to carry out the intent and purpose of the local apprenticeship program.

## **XVIII. APPRENTICESHIP RECORDS**

- A. To maintain this record, apprentices will be furnished a "Monthly Work Record" form. It will be the responsibility of the apprentices to keep this record current, then to deliver it to the instructor not later than the tenth of the following month.
- B. A record system is established which provides for record being kept on a monthly basis by the apprentice with provision being made for a breakdown of the various items that the apprentice is to cover in the job-training program.
- C. The apprentice will record the number of hours of training in each project received each day on the monthly training report. This will be initialed daily by his immediate foreman as to verify the amount of training received.
- D. Each month the total of hours worked in each project will be transposed to the "cumulated time" column of the next month's training report form. The completed monthly reports will be reviewed and evaluated by the Supervisor and the foremen and will be forwarded to the power generation trainer to be maintained as a permanent file.
- E. Each apprentice will be assigned work that will give him experience in electrical and instrumentation systems. During all phases of the apprentice-training program, instruction on proper safety procedures and practices will be provided.

- F. There is an evaluation section of this record of training hours. Each day the apprentice's entry of hours worked will be reviewed and initialed by the supervisor or foreman. At the end of the month, the foreman will evaluate the apprentice's overall performance. At the end of the month, the apprentice's overall performance will be evaluated by the foremen and then by the supervisor. Failure to keep and submit the required reports on time, properly authenticated, may result in the apprentice losing credit for the entire period covered, or in other disciplinary action by the Committee. These evaluations will be discussed with the apprentice to keep him informed of his progress.
- G. After evaluations have been discussed the records of training hours will be forwarded to the power generation trainer and will become part of the apprentice's permanent file. A copy will be forwarded to the Human Resources Department for review. These records will be available to the apprentice, the supervisor involved, the Union Business Representative, and to the representative of the Company and of the Union on the Joint Apprenticeship Training Committee.

## **XIX. APPRENTICE EXAMINATIONS 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 term of apprenticeship or subject to such other 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.
- E. To progress through the apprenticeship program, the apprentice will be required to pass a progression test for each step of the program. A grade of eighty percent (80%) or above will be considered a passing grade on any written test or performance of specific work processes.

## **XX. CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon successful and satisfactory completion of the requirements of the Apprenticeship Agreement, the Committee will notify the Registration Agency and obtain and issue to the Apprentice a "Certificate of Completion of Apprenticeship".

## **XXI. CONSULTANTS**

- A. Representatives of the State Apprenticeship Council may be called upon for advice or assistance in the formulation, operation and improvement of this apprenticeship and training system.
- B. Such persons shall serve in an advisory capacity at the request of the Committee, and without vote on Committee decisions.

## **XXII. REVISION OF STANDARDS TO COLLECTIVE BARGAINING AGREEMENT**

The action of the Committee and approval of the sponsoring parties may revise these Apprenticeship Standards at any time. Copies of any revisions must be registered and approved by the Registration Agency (Nevada State Apprenticeship Council) before becoming effective. Revision of these Standards shall not alter Apprenticeship Agreements already in effect without consent of 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.

## **XXII. REVISION OF STANDARDS TO COLLECTIVE BARGAINING AGREEMENT**



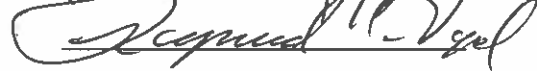
The action of the Committee and approval of the sponsoring parties may revise these Apprenticeship Standards at any time. Copies of any revisions must be registered and approved by the Registration Agency (Nevada State Apprenticeship Council) before becoming effective. Revision of these Standards shall not alter Apprenticeship Agreements already in effect without consent of 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 Collective Bargaining Agreement, and terms of the current working agreement shall supersede any section or sections of these standards, but must meet the minimum requirements of N.R.S. 610, Apprenticeship Councils Rules and Regulations, 29 CFR 29 and 29 CFR 30.

## **XXIII. CANCELLATION/DE-REGISTRATION OF APPRENTICESHIP STANDARDS**

De-registration of a program may be effected 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 CFR 29 (29.7) or 29 CFR 30, E.E.O. Upon de-registration or voluntary cancellation of the program, the sponsor will inform each apprentice, within 15 days, of the de-registration or cancellation, and the effect of such action.

## **XXIV. OFFICIAL APPROVAL**

### **JOINT APPRENTICESHIP AND TRAINING COMMITTEE**




  
  


APPROVED AND ACCEPTED:

  
Vice-President, Human Resources  
Nevada Power Company

APPROVED AND CERTIFIED:

  
Nevada State Apprenticeship Council

  
  
  
Business Manager  
I.B.E.W. Local 396

MAY 11 2000

Date