

Foreword

The material contained in these standards has been developed jointly by representatives of Sierra Pacific Power Company d/b/a NV Energy ("Company") and the International Brotherhood of Electrical Workers Local 1245 ("Union") in accordance with contractual provisions of a Collective Bargaining Agreement (CBA-1245) 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-1245) 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-1245 shall be in the best interest of the apprentice, management, labor, and the public.

Table of Contents

SECTION I:	<u>DEFINITIONS</u>	3
SECTION II:	<u>APPRENTICESHIP COMMITTEE (JATC-1245)</u>	4
SECTION III:	<u>DEFINITION OF APPRENTICESHIP</u>	6
SECTION IV:	<u>QUALIFICATIONS OF APPRENTICES</u>	6
SECTION V:	<u>RESPONSIBILITIES OF APPRENTICES</u>	7
SECTION VI:	<u>TERMS OF APPRENTICES</u>	7
SECTION VII:	<u>APPRENTICESHIP TRAINING STANDARDS</u>	8
SECTION VIII:	<u>RATIO OF APPRENTICES</u>	9
SECTION IX:	<u>APPRENTICES PREVIOUS EXPERIENCE</u>	9
SECTION X:	<u>APPRENTICE PROBATIONARY PERIOD</u>	9 10
SECTION XI:	<u>ADJUSTMENT OF DIFFERENCES</u>	10
SECTION XII:	<u>APPRENTICE DISCIPLINARY ACTION</u>	10
SECTION XIII:	<u>APPRENTICE PROGRESSION & REPORTING</u>	11
SECTION XIV:	<u>APPRENTICE PROGRESSION & TESTING</u>	11 12
SECTION XV:	<u>SUPPLEMENTAL TRAINING & RELATED INSTRUCTION</u>	12 3
SECTION XVI:	<u>ON-THE-JOB TRAINING & EXPERIENCE</u>	13 4
SECTION XVII:	<u>APPRENTICE EXAMINATION & COUNSEL</u>	13 4
SECTION XVIII:	<u>REVISION OF STANDARDS</u>	13 4
SECTION XIX:	<u>CANCELLATION/DE-REGISTRATION OF STANDARDS</u>	13 4
SECTION XX:	<u>TRANSFER OF TRAINING OBLIGATION</u>	13 5
SECTION XXI:	<u>TERMS OF AGREEMENT</u>	14 5

SECTION I: DEFINITIONS

1. **Apprentice:**
A person who has entered into a written Apprenticeship Agreement providing for employment and training under the terms and conditions of these Standards.
2. **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 (JATC-1245) stating the responsibilities and obligations of the parties in connection with the apprentice's employment and training under these standards.
3. **Collective Bargaining Agreement:**
Refers to the agreement entered into by the Company and International Brotherhood of Electrical Workers (IBEW) Local 1245 that provides for employer-sponsored training. May be referred to as "CBA" or "CBA-1245."
4. **Company:**
For the purposes of this agreement, it means Sierra Pacific Power Company d/b/a NV Energy. Note this agreement is for the entity bound by the Collective Bargaining Agreement between IBEW Local 1245 and NV Energy (Northern Nevada service territory). May also be referred to as the "Employer."
5. **Joint Apprenticeship Training Committee (JATC-1245):**
The Committee responsible for operating the programs described in these standards; hereinafter referred to as the "Apprenticeship Committee," "Committee," "JATC," or "JATC-1245." Only one Committee will have jurisdiction over each apprentice.
6. **Journeyman:**
A qualified craft worker in the skilled trade classification covered in these Standards.
7. **Project Administrator:**
The Company shall appoint a Project Administrator to oversee the Joint Apprenticeship Training Committee. May also be referred to as the "Committee Chairperson" or "Chairperson." The Project Administrator shall serve as the JATC-1245 Chairperson.
8. **Registration Agency:**
Shall mean the Nevada State Apprenticeship Council (NSAC).
9. **Standards:**

Shall mean this entire document, including supplementary agreements and attachments.

10. Supplementary Training:

This includes, but is not limited to, home study and classroom training.

11. Union:

For the purposes of this agreement, it means International Brotherhood of Electrical Workers (IBEW) Local Union 1245. May also be referred to as the "IBEW Local 1245," "IBEW 1245," "Local 1245" or "Union."

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

SECTION II: APPRENTICESHIP COMMITTEE (JATC-1245)

Scope and Authority

- A. The Union and Company shall establish a Committee, known as the Joint Apprenticeship Training Committee (JATC-1245), to select, review, and address apprenticeship matters including the administration of apprenticeship training and concerns.
- ~~B.~~ All Committee members will have an equal vote. ~~At a minimum, the~~ Committee shall be comprised of four (4) members appointed by the Company and four (4) members appointed by the Union. Each apprenticeship discipline shall have two (2) voting members, comprised of one Company appointed representative and one Union appointed representative. The Committee may include, but not be limited to, a non-voting Human Resources Representatives, a Chairman, and the Union Business Representative, and a Secretary, etc. A Company appointee shall be the Committee Chairman and the secretary will be selected by the Union Representatives from the voting or non-voting Committee members. The Committee members shall serve from the date of their appointment until their successors are duly selected. The Human Resources Representative, Union Representative and Chairman will review appointments every two (2) years and will make adjustments to appointments as needed.
- ~~B.C.~~ All Committee members will have an equal vote. In the event of a tie vote situation, the IBEW Business Representative and Chairperson shall meet and confer. Following the meeting, the Committee Chairperson, who is normally a non-voting member, will have the tie-breaking vote.
- ~~C.D.~~ The Committee members shall serve from the date of their appointment until their successors are duly selected.
- ~~D.E.~~ The JATC-1245 shall have the responsibility of selecting apprentices, developing new apprenticeship programs, overseeing and amending existing apprenticeship programs, and investigating problems related to such areas as entrance requirements, standards of progress, methods of testing and scoring, apprenticeship working conditions, and procedures for removal or freezing when apprentices fail to meet established requirements.

~~E.F.~~ In case of failure on the part of any apprentice to fulfill the obligations of the apprenticeship, the Committee shall have the authority to extend or revoke his/her Apprenticeship Agreement. If an Apprenticeship Agreement is revoked, the Committee will follow the guidelines established by the Nevada State Apprenticeship Council (NSAC) or as otherwise required by statute.

~~F.G.~~ The apprentice agrees to abide by decisions made by the JATC-1245, but retains the right of appeal to the Nevada State Apprenticeship Council (NSAC) as outlined in statute.

~~G.H.~~ The JATC-1245 is authorized to extend the term of apprenticeship no more than six (6) months (cumulatively) over the scheduled term of the apprenticeship.

~~Committee meetings shall be held once a month or as designated by the Committee Chairperson.~~

Procedures

- A. Committee meetings shall be held once a month or as designated by the Committee Chairperson. The Chairperson will be responsible for an agenda of, and presiding over scheduled meetings. The Secretary shall record the minutes of each meeting and distribute them to JATC-1245 members. The Chairperson, or their designee, shall be responsible for apprentice files, the registration of apprenticeship agreements, and all other records and reports of the Committee.
- B. A quorum shall consist of at least five (5) of the appointed voting members, at least two (2) members appointed by the Company and two (2) members appointed by the Union.
 - o A majority of those members constituting the quorum must vote in favor of any affirmative action of the Committee, unless otherwise required by applicable law.
- C. In the event of an extended absence of an appointed JATC member, and with JATC approval, a temporary JATC member may be appointed by the Company and/or the Union for the purpose of achieving a quorum.

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 industry, national and state standards.
- 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.
- F. To ensure adequate and safe equipment and facilities, as well as, provisions for training in safety and related instruction.
- G. To ensure each apprentice learns from qualified training personnel and has adequate supervision to perform tasks.

- H. 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.
- 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."
- J. To register all apprenticeship agreements with the Registration Agency and notify the Registration Agency of all cancellations and completions of apprenticeship in compliance with statute.
- K. To uniformly apply regulations concerning apprentices, including those which govern equality of wages, periodic advancement, promotion, assignment of work, the performance of a job, rotation among all of the different types of work involved in the trade, imposition of penalties or other disciplinary action, and all other administrative aspects of the program of apprenticeship without discrimination because of race, color, religion or belief, sex, sexual orientation, gender identify or expression, age, marital status, covered veteran status, physical or mental disability, national origin, or ancestry.

SECTION III: DEFINITION OF APPRENTICESHIP

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

- A. As their 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.

SECTION IV: QUALIFICATION OF APPRENTICES

- A. Must be at least 18 years of age.
- B. Must have a high school diploma or equivalency (HSE).
- C. Must have a valid driver's license at the time of selection.
- D. Must be physically able to perform all work of the trade with or without reasonable accommodation.
- E. Apprentices shall be recruited and selected in accordance with the current CBA-1245 provisions and applicable Letter(s) of Agreement.
 - In order to be awarded an apprenticeship, an internal applicant must successfully complete education and/or training requirements as determined by the JATC-1245. (see Attachment #1)
 - 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 internal applicant.
- F. A Journeyman, regardless of his/her present classification, will not be permitted to bid back into an apprenticeship they have successfully completed.

- G. If an employee's apprenticeship is terminated by the Committee or the apprentice voluntarily quits an apprenticeship, the employee must wait one (1) year before he/she will be considered for placement in any apprenticeship program. Any such application will be subject to review and approval by the JATC-1245.
~~to re-apply to any apprenticeship program.~~
- H. ~~If an employee voluntarily drops out of an apprenticeship, they may not re-enter the program in which they withdrew from, without review and approval by the JATC-1245.~~
- ~~H.~~ The recruitment, employment, and training of apprentices shall be without discrimination because of race, color, age, marital status, covered veteran status, religion or belief, national origin, ancestry, physical or mental disability, sex, sexual orientation, gender identity or expression, or any other basis made unlawful by any applicable law, ordinance, or regulation. 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 the most current Nevada EEO plan.

SECTION V: RESPONSIBILITIES OF APPRENTICES

The Joint Apprenticeship Training Committee (JATC-1245) impresses upon all apprentices that in signing the Apprentice Agreement they have voluntarily agreed to abide by the provisions of these standards. Each apprentice is informed of the following responsibilities and obligations under the apprenticeship system:

- A. To respect the property of the Company and abide by the working rules and regulations of the employer and the Registration Agency.
- B. To attend and satisfactorily complete the required supplementary training.
- C. 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.
- D. 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 may reassign the employee in accordance with the CBA-1245.
- E. Upon satisfactory completion of the requirements of the apprenticeship program, the apprentice will be reclassified to Journeyman in accordance with the CBA-1245.

SECTION VI: TERMS OF APPRENTICESHIP

- A. The Company's apprenticeship programs will be operated in accordance with the rules and regulations set forth by the Nevada State Apprentices Council and applicable statute.
- B. The Company shall provide adequate and safe equipment and facilities for the training of apprentices in accordance with departmental and Company safe work practices and the CBA-1245.
- C. All apprentices shall be paid progressively increasing, reasonable schedule of wages in accordance with the CBA-1245, federal, and state laws.
- D. The workday, workweek, and working conditions shall be the same for the apprentices as the Journeymen, with the exception of overtime.

- E. The term of apprenticeship shall be specified in the Apprentice Agreement-Approved Programs Schedule of Training Hours and Courses appendix. The length of the term shall depend on the craft involved. These hours are based on a forty-hour (40) workweek.
- F. The term of the apprenticeship shall be divided into six (6) month training periods and any time lost during a period, as determined by the JATC-1245, must be made up before an apprentice may advance to the next period or to the Journeymen classification. If an apprentice should suffer an injury resulting in short term disability or time that the apprentice is unable to physically perform the duties required in his/her apprenticeship, or if the apprentice otherwise becomes eligible for, requests, and is granted an approved Leave of Absence (such as leave under the Family and Medical Leave Act or FMLA), the lost time will be considered a temporary medical suspension ("medical freeze"). If the apprentice is subject to physical restrictions prescribed by a physician which deem the apprentice unable to physically perform the duties required in his/her apprenticeship, the apprentice may not participate in any physical work/training or classroom instruction while the restrictions are in place. If restrictions are such that an apprentice is deemed capable to perform "light duty" tasks and the Employer is able to accommodate such light duty work, the apprentice may participate in classroom instruction. The apprenticeship will be given a medical ~~suspension-freeze~~ until such time that the employee is able to resume his/her ~~physical~~ duties. The exact duration of any freeze will be subject to the discretion and approval of the JATC-1245, and the apprentice will be required to keep the JATC-1245 informed of his/her status and to appear before the Committee upon request. A medical freeze is not subject to the provisions of Section II ~~H~~F of this agreement.
- G. The Committee will obtain from the Registration Agency and issue to the apprentice all applicable Certificates of Completion.
- H. With the approval of the JATC-1245, an apprentice who does not show reasonable and normal performance in on-the-job training or related supplemental training may be granted additional time. This time will be counted as extra time over and above the standard time requirements of the agreement and is subject to Section II F. of this agreement.
- I. Any apprentice found to have stolen, cheated, ~~or having~~ gained access to testing answers, ~~or~~ testing questions, or testing reference materials may be immediately removed from the program and will not be allowed to re-enter the same program.
- J. 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 ethics. Failure to abide by these may be grounds for immediate removal from the program without the ability to re-enter any apprenticeship program in accordance with the CBA-1245.
- K. The JATC-1245 is authorized, with the approval of the Company, to extend the term of apprenticeship no more than six (6) months (cumulatively) over the scheduled term of the apprenticeship when the apprentice fails to successfully complete the requirement for the current six (6) month period or to attain Journeyman status.

SECTION VII: 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 amount 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;
 - If instruction is given during normal working hours, the apprentice will be paid pursuant to the contract rate.
 - If instruction, home study work or exams take place outside of regular working hours, the apprentice will not be paid.
 4. Minimum standards for progression.
- Each new apprentice will receive a copy of and acknowledge reading and receipt of the "Administration of Apprenticeship Supplementary Agreement and Schedule of Training Hours and Courses".
- D. The Company will register the "Administration of Apprenticeship Programs Supplementary Agreement" 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 approval from the Committee, Company, and the Union. Cancellation and de-registration of programs are subject to the provisions of NRS/NAC Chapter 610.

SECTION VIII: RATIO OF APPRENTICES TO JOURNEYMAN

Whenever more Journeymen are employed, additional apprentices may be employed. The ratio of apprentice to Journeymen will not exceed one (1) apprentice to one (1) Journeyman.

SECTION IX: APPRENTICES PREVIOUS EXPERIENCE

- A. Applicants who have been employed in a related trade or craft as an apprentice or have completed previous training programs in a related field may be granted advanced standing not to exceed one (1) six (6) month training period upon the recommendation of their Supervisor and approval of the JATC-1245. The department sponsoring the advancement shall furnish evidence of proficiency to the JATC-1245.
- B. Returning Reservists and National Guard members have thirty (30) days to submit documentation of related training or classroom training they received while on active duty. The JATC-1245 may, at its sole discretion, extend this period of time if the reason for the delay is due to difficulty acquiring the necessary documentation from the Department of Defense.
- Upon evaluation, the JATC-1245 may grant all or part of the request for additional credit.

- C. An applicant approved for an advanced standing shall be paid the appropriate wage of the training period to which they are advanced. If the advanced standing is granted, it will be for wages only. The time limits outlined in the Apprenticeship Agreement will be adhered to, and the completion date ("top out date") for the apprentice will remain the same.
- D. The term of the apprenticeship shall not be less than 2,000 hours of work experience, or otherwise required by statute.

SECTION X: APPRENTICE PROBATIONARY PERIOD

- A. The first six (6) months of the term of the apprenticeship shall be a probationary period. Either party without stated cause can cancel Apprenticeship Agreements during the probationary period without the formality of a hearing.
- B. After the probationary period (first six (6) months), the Apprenticeship Agreement may be cancelled at the request of the apprentice, or suspended or terminated by the JATC-1245 with a formal hearing.
- C. If an apprentice or the JATC-1245, determines the apprentice does not want to complete the apprenticeship, the Company is not required to reassign the employee unless it is in accordance with the CBA-1245.
- 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. Individuals whose apprenticeship has been terminated by the JATC-1245 will be given written notice of their rights of appeal in accordance with statute.

SECTION XI: ADJUSTMENT OF DIFFERENCES

- A. The Company and the apprentice shall have the right and privilege of appeal to the JATC-1245 in the event of dispute or controversy arising over interpretations of the provisions of this document. The JATC-1245 shall hear all affected parties and make such adjustments as it considers necessary. Persons wishing the JATC-1245 to hear such matters should make a request in writing to the JATC-1245 Chairperson five (5) business days prior to the regular scheduled JATC-1245 meeting, to have the request placed on the regular meeting agenda.
- B. Either of the parties may appeal the decision of the JATC-1245. Appeals will be directed to the Nevada State Apprenticeship Council (NSAC) in accordance with the guidelines and timeframes outlined in [in the Nevada Revised Statutes](#).

SECTION XII: APPRENTICE DISCIPLINARY ACTION

- A. The JATC-1245 retains authority to discipline an apprentice who fails to comply with the Apprenticeship Agreement or rules and instructions of the JATC-1245.
- B. The JATC-1245 shall notify the apprentice to appear before the Committee for a hearing before such disciplinary action shall be invoked. Additional parties with firsthand knowledge of the issue to be heard may also be notified and requested to attend by the JATC-1245. Should the apprentice fail to appear before the Committee, disciplinary action may be invoked without a hearing.
- C. 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 H.F. of this agreement. 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.
- D. Failure to meet class attendance obligations is cause for disciplinary action by the Company and JATC-1245. Therefore, if apprentices are unable to attend training sessions due to illness or other just cause, they shall be expected to obtain an official excuse from the appropriate individual prior to class and will be responsible to arrange a time for a make-up class. Apprentices should not accept overtime work which could jeopardize their scheduled classes.
- E. Any apprentice found to have cheated in any manner may be immediately removed from the program and will not be allowed to re-enter the same program.
- F. Some of the reasons considered as just cause for disciplinary action include, but are not limited to, the following:
 - 1. Failure to meet related class attendance and progress requirements;
 - 2. Lack of interest, application to, or satisfactory progress in the work and/or on-the-job training;
 - 3. Failure to properly prepare and submit required reports;
 - 4. Undesirable conduct;
 - 5. Failure to demonstrate safe work habits; or
 - 6. Lack of respect for Company property;

SECTION XIII: APPRENTICE PROGRESS EVALUATION & REPORTING

- A. The Company will establish a system of individual records, reports and examinations that will provide a means of recording the progress and conduct of each apprentice in both on-the-job training and supplementary training.
- B. Record of Training Hours:
 - 1. Each apprentice will complete a monthly record of training hours. The hours worked will be recorded and a new card, indicating the cumulative hours worked in each type of work, will be issued for each new month. This card will become part of the apprentice's permanent record.
 - 2. The training hour card will be filled out daily and turned in monthly.
 - 3. Apprentices will fill out their training hour cards as follows:
 - a. Each day enter hours worked in each category.
 - b. Obtain Foremen's/Journeyman approval for each day worked.
 - c. At the end of each month, give completed card to the Journeyman /Foreman and Supervisor who will add their own comments on the card.

4. Foreman and/or Journeyman will fill out the apprentice's training hour card as follows:
 - a. Review and initial a card for each apprentice that worked on the crew each day.
 - b. At the end of the month, fill out the Foreman's remarks section; make any necessary comments about the apprentice's work performance.
5. 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/Journeyman.
 - b. Fill out the Supervisor's remarks section with a supervisory evaluation of 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. All training cards should be turned into the JATC-1245 by the Supervisor or designee and retained by the Company in accordance with records management standards.
 - f. Monthly evaluation cards will not be accepted without all signatures.

SECTION XIV: PROGRESSION & TESTING

- A. To progress through the apprenticeship program, the apprentice will be required to pass tests for each step of the program. These tests may consist of written questions, electronic, or actual performance of specific work processes, or a combination of all, under test conditions. All progression tests and the manner in which they are scored will be evaluated and agreed to by the JATC-1245.
- B. Progression tests will be closed book, unless otherwise deemed necessary to be open book.
- C. A grade of 75% or above will be considered a passing grade on any test or performance of specific work processes.
- D. An apprentice who fails two (2) tests within the same six (6) month period will have his/her performance referred to the JATC-1245 to determine whether the apprentice should be disqualified from the program.
- E. In the event an apprentice has not passed the required tests for the current six (6) month training period, additional training time may be granted by the JATC-1245, in accordance with Section II F. of this agreement.

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 test(s). An apprentice who fails a test cannot re-take the test before 30 calendar days from the date of their previous test unless approved by the JATC-1245 or at the request of the apprentice.
- F. To progress through the apprenticeship, the apprentice must show satisfactory performance in both on-the-job training and the supplementary training.
- G. The apprentice will be expected to exhibit knowledge of, and to perform in an efficient manner in all areas in which the apprentice has been trained.

Final Exam ("Top Out Test")

- A. All apprentices are required to take and pass a final exam ("top out test") by the end of the last month of which they are indentured.
- B. This exam will consist of multiple tests including written and demonstrated work processes.
- C. The tests will be administered and graded by the Trainer, Supervisor or designee, or a panel of Journeyman from the trade.
- D. An apprentice is required to achieve a minimum score of 75% on all final exams to pass.
- E. A failing grade on any portion of the final exam will require the apprentice to be placed in a three (3) month hold ("freeze") in which he can re-take the final exam. The apprentice will be provided this extension as long as the apprentice has not reached the maximum amount of extensions allowed by the JATC-1245 per Section II F. of this agreement.
- F. A failing grade on the re-test will result in the apprentice being removed from the apprenticeship program.

SECTION XV: SUPPLEMENTAL TRAINING & RELATED INSTRUCTION

- A. All apprentices shall receive instruction and experience in 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 JATC-1245, may be given to the apprentice during regular working hours or after working hours on the apprentice's own time.
- C. Each apprentice shall pursue related supplemental studies for at least 144 hours per year. This training shall be approved by the JATC-1245 and may be on the apprentice's own time and without pay from the Company.
- D. If instruction is given during normal working hours, the apprentice will be paid pursuant to the contract rate. If instruction or home study work or exams take place outside of regular working hours, the apprentice will not be paid.

SECTION XVI: ON-THE-JOB TRAINING & EXPERIENCE

Under the supervision of a qualified Journeyman in the same classification/line of progression, 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. Only hours actually worked on-the-job will be credited toward the term of apprenticeship.

SECTION XVII: APPRENTICE EXAMINATION AND COUNSEL

- A. Apprentices may be called before the JATC-1245 at anytime 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 will be conducted by or under the direction of the JATC-1245.
- C. Apprentices not showing satisfactory progress may be held in their current step at any time during their apprenticeship. The apprentice may be subject to any corrective action deemed necessary by the JATC-1245.

- D. The JATC-1245 may suspend or freeze an apprentice before advancing him to the next step or to Journeyman status.

SECTION XVIII: REVISION OF STANDARDS

The action of the JATC-1245 and approval of the sponsoring parties may revise these Standards 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 of all parties to the agreement. As used in these standards, the masculine, feminine or neutral 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-1245, and terms of the current working agreement shall supersede any section or sections of these standards, but must meet the minimum requirement of N.R.S. 610, Apprenticeship Councils Rules and Regulations Part 29 CFR 29 and Part 29 CFR 30.

SECTION XIX: CANCELLATION/DE-REGISTRATION OF STANDARDS

De-registration of a program may be effected upon the voluntary action of the JATC-1245 by request for cancellation of the registration, or upon reasonable cause by the Registration Agency instituting formal de-registration procedures in accordance with statute including the provisions of Part 29 CFR 30 E.E.O. Upon de-registration or voluntary cancellation of the program, the Company will inform each apprentice, within fifteen (15) days of de-registration or cancellation and the effect of such action.

SECTION XX: TRANSFER OF TRAINING OBLIGATION

If the Company is unable to fulfill its training obligation (due to lack of work or failure to conform to these Standards), or upon request of the apprentice, the JATC-1245 may transfer an apprentice, with his/her consent, to another employer under the same or similar program to provide continuous employment and to assure the apprentice a more complete on-the-job learning experience in all aspects of the occupation.

SECTION XXI: TERMS OF AGREEMENT

This Supplemental Agreement became effective on the 20~~28~~th day of ~~December~~January, 20~~2~~46.

JOINT APPRENTICE TRAINING COMMITTEE APPROVAL:

_____	_____
_____	_____
_____	_____

APPROVED AND ACCEPTED BY THE COMPANY & UNION:

Labor Relations Manager
NV Energy

Business Representative
IBEW Local 1245

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 1245 Collective Bargaining Agreement and then, should the number of qualified candidates not fill the vacancy need, by consideration of qualified non-Local 1245 represented personal (both internal employees and external candidates).

Internal NV Energy Local 1245 Applicants

Applicants to be accepted for apprenticeship must meet the following requirements and comply with all requirements in statute:

1. Any employee interested in applying to a posted apprenticeship in the future will need to successfully satisfy the pre-qualification testing requirements outlined below for the desired program.
2. Selection of internal applicants will be governed by the CBA-1245
 - a. It is the policy of the Company to post vacancies internally for ten (10) calendar days.
 - b. 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.

Apprenticeship	WorkKeys Applied Mathematics	WorkKeys Applied Technology	WorkKeys Locating Information	WorkKeys Reading for Information	WorkKeys Workplace Observations
Customer Serviceman	5	4	4	5	2
Fitter	5	4	4	5	2
Fitter/Welder	5	4	4	5	2
Gas Pressure Operator	5	4	4	5	2
Lineman	5	4	4	5	2
Meter Technician	5	4	4	5	2
Substation Electrician	5	4	4	5	2
Communications (Telecom) Technician	5	4	4	5	2

The JATC-1245 reserves the right to modify the pre-qualification testing criteria to enforce its duty to the Apprenticeship Programs.

c. The JATC-1245 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 apprenticeships 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 apprenticeship, 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 apprenticeship.
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

Non-NV Energy Local 1245 Candidates

Any person who is being considered to fill an apprenticeship vacancy will have to meet the same pre-qualification standards as an internal employee as outlined above.

Applicants will be required to meet all pre-qualification testing, skills demonstration, interview along with completing the required NV Energy pre-employment qualification requirements such as pre-employment background check, post-offer drug test, etc.

To learn more about the Work Keys pre-qualification testing, visit <https://www.act.org/products/workforce-act-workkeys/>. Locally, the Work Keys Test Battery is administered by:

Northern Nevada Area:
Truckee Meadows Community College (TMCC) Testing Center located at 5270 Neil Road, Suite 319 Reno, Nevada. To schedule the Work Keys exams, contact the TMCC Testing Center directly at (775) ~~673-8241~~ **824-3838**.

Southern Nevada Area:

College of Southern Nevada (CSN) Division of Workforce & Economic Development located at 2409 Las Verdes Street Las Vegas, Nevada. To schedule the Work Keys exams, contact CSN directly at (702) 651-4109.