

SUBSCRIPTION AGREEMENT

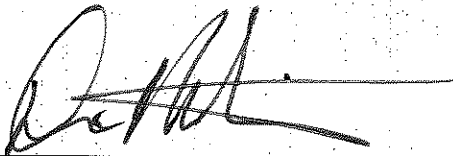
This agreement is entered into by, and, between the California Firefighter Joint Apprenticeship Committee, hereinafter referred to as the "Cal-JAC" and Central Marin Fire Department, hereinafter referred to as the "Department". This Agreement is limited in scope to Articles I, II and III and the applicable occupations listed in Attachment A.



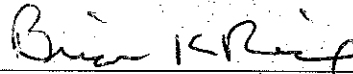
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Central Marin Fire Department



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RECITALS:

WHEREAS: the Cal-JAC has established, and there now exists Apprenticeship Standards which identify the professional levels of competence required of apprentices and journeypersons in structured worksite training systems; and,

WHEREAS: these Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice and journeyperson; and,

WHEREAS: the principal objective of the Apprenticeship Standards is to bring about methods of uniform instruction and standardized training techniques utilized by the fire service throughout California, and to establish an effective affirmative action program for the California Fire Service; and,

WHEREAS: it is the intent of the parties signatory hereto to train qualified individuals as apprentices with the Department in accordance with the Apprenticeship Standards established solely for the Department, by the Cal-JAC.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, the parties agree as follows:

ARTICLE I

Definitions

Section 1.1 "Apprentice" means a person who is registered with the State Division of Apprenticeship Standards and/or the Federal Bureau of Apprenticeship and Training to be trained to become a journeyperson in conformity with the Cal-JAC's Standards.

Section 1.2 "Apprenticeable Occupations" means those full-time occupations recognized through the State Division of Apprenticeship Standards or the Federal Bureau of Apprenticeship and Training to be trained to a journeylevel. For the Cal-JAC, those occupations are:

- * "*Fire Fighter*" - suppresses fires and participates in other related activities
- * "*Wildland Fire Fighter Specialist*" - suppresses fires primarily in wildland and forested areas
- * "*Fire Suppression Technician*" - assists in the suppression of wildland fires and participates in land management activities designed to prevent/limit fires
- * "*Fire Investigator*" - investigates fires and assists in the apprehension and conviction of arsonists
- * "*Fire Fighter Diver*" - suppresses fires and performs emergency operations as a diver

- * *"Firefighter EMT"* - suppresses fires, provides Basic Life Support, and participates in other related activities
- * *"Emergency Medical Technician"* - provides Emergency Medical Care and Basic Life Support at the scene of emergencies
- * *"Paramedic"* - provides Advanced Life Support and Emergency Medical Care in accordance with the EMS Authority regulations:
- * *"Hazardous Materials Response Technician"* - responds to hazardous materials incidents and participates in activities to identify and mitigate life and property threatening situations
- * *"Fire Officer"* - supervises a company of fire suppression personnel
- * *"Fire Engineer"* - drives and operates fire apparatus and equipment
- * *"Fire Apparatus Engineer"* - suppresses fires; drives and operates fire apparatus and participates in other related activities
- * *"Fire Equipment Specialist"* - repairs and maintains fire apparatus and department vehicles
- * *"Fire Inspector"* - performs fire prevention inspections and enforces applicable codes and ordinances
- * *"Fire Marshal"* - supervises and coordinates fire prevention activities and personnel
- * *"Fire Prevention Officer"* - plans, produces, and implements community public fire safety education programs
- * *"Fire Department Training Officer"* - coordinates and provides instruction to department personnel on job related subjects
- * *"Fire Fighter Paramedic"* - suppresses fires, responds to natural and man made disasters, accidents and hazards to provide rescue and emergency services, provides Emergency Medical Care and Basic and Advanced Life Support in accordance with the EMS Authority regulations
- * *"Heavy Fire Equipment Operator"* - operates heavy equipment and other types of motorized heavy fire equipment used in wildland fire suppression

Section 1.3 "Apprenticeship Standards" means the Cal-JAC's Apprenticeship Standards established solely for the Department under authority of the Administrator of Apprenticeship, Division of Apprenticeship Standards or the Director of the Bureau of Apprenticeship and Training.

Section 1.4 "Apprentice Training Academy" means an intensified course of training administered by the Employer under the direction of the Cal-JAC in accordance with the Apprenticeship Standards established solely for the Department.

- Section 1.5 "Employer" means the Department.
- Section 1.6 "Governing Body" means that political entity having jurisdiction over the Department.
- Section 1.7 "Joint Apprenticeship Committee (Cal-JAC)" means the California Firefighter Joint Apprenticeship Committee.
- Section 1.8 "Journey person" means a person who has successfully fulfilled all the requirements of the Apprenticeship Standards as an apprentice approved by the State Division of Apprenticeship Standards or the Federal Bureau of Apprenticeship and Training.
- Section 1.9 "Pre-Apprenticeship Training Program" means a program designed to facilitate the Employer's affirmative action recruitment and hiring goals or provide information, training or experience to individuals not currently eligible for apprenticeship.
- Section 1.10 "Related and Supplemental Instruction" means supervised instruction, while on duty, provided by the Employer to the apprentice. This instruction is provided to enhance the skills and knowledge of the apprentice.
- Section 1.11 "Sub-JAC" means a committee composed of an equal number of representatives of an individual employer and an individual union. Typically Sub-JACs are composed of three (3) members representing labor and three (3) members representing management. The subcommittee shall act on behalf of the California Firefighter Joint Apprenticeship Committee on matters affecting apprentices of an individual employer; and such action shall be subject to approval, modification, or reversal by the California Firefighter Joint Apprenticeship Committee.
- Section 1.12 "Union" means an independent association or a union local affiliated with an international union which represents firefighters and associated occupations who work for an individual employer.

ARTICLE II

Apprenticeship Considerations

- Section 2.1 In consideration of Attachment A, the Department agrees to:
- (a) Make available and provide academy training to all apprentices;
 - (b) Make available and provide all related and supplemental instruction to each apprentice;
 - (c) Provide such training support services as to facilitate (a) and (b) above which may include, but are not limited to, classrooms, instructors, drill grounds, fire apparatus, audio visual equipment, books, other instructional supplies, and such Department equipment as maybe necessary to accomplish training;

- (d) Conduct, under the Cal-JAC's direction, the training of apprentices in accordance with the Apprenticeship Standards; the Employer shall abide by the Apprenticeship Standards and secure the cooperation of the labor organization representing those classes of employees;
- (e) Designate an "Instructor of Record" who possesses an appropriate California Credential for the purpose of reviewing and supervising all academy and related and supplemental instruction;
- (f) Provide all personal items, protective clothing, instructional supplies, and other training related materials required for use at the apprentice training academies;
- (g) Provide the necessary supervision to ensure the safety and training of apprentices during all aspects of their apprenticeship;
- (h) Not discriminate in the hiring or the promotional process;
- (i) Appoint and support management members to a Sub-Committee of the Cal-JAC (referred to as Sub-JAC). The Sub-JAC responsibilities are referred to in the Rules and Regulations of the Cal-JAC.

Section 2.2 The amount of money reimbursed to a participating department for costs and expenses associated with apprenticeship training provided by the department shall be equal to the sum of \$3.10 per hour times each hour of academy and/or related and supplemental instruction given to an apprentice, and which is submitted to the Cal-JAC and reported by the Cal-JAC to a Local Educational Agency (LEA).

Section 2.3 The Cal-JAC shall reduce revenues due to a participating department in an amount equal to the administrative fees as described on Attachment A.

Section 2.4 The Cal-JAC will disburse funds owed to the Department within 20 days of the Department's written request after the Cal-JAC's receipt of said funds from the LEA. Said funds, at the Department's direction, may be disbursed in the form of services, equipment, supplies or other materials in accordance with Attachment B.

Section 2.5 In the event the State deficits funds for apprenticeship and related training, the Cal-JAC shall prioritize the disbursement of funds as follows: the apprenticeship training hours received first will be funded first, until the available funds are exhausted. The Department shall hold the Cal-JAC harmless by guaranteeing repayment of any funds advanced by the Cal-JAC not reimbursed by the State.

Section 2.6 The Department and/or Union may withdraw from this apprenticeship program agreement as described in this section, without fault, at any time by giving written notice 60 days prior to the effective date of termination.

Section 2.7 The Cal-JAC may withdraw from this agreement only if the Department is not providing the required training or complying with the Cal-JAC Standards or Rules and Regulations. The Cal-JAC may also terminate this agreement if the Department discriminates in any unlawful fashion. The Cal-JAC may hear such complaints, and is the final appeal body for the purpose of terminating this agreement.

ARTICLE III

Apprenticeship Rules & Regulations

Section 3.1 The Department and the Cal-JAC agree to conduct this training program in a lawful manner and in accordance with all applicable State and Federal regulations and program requirements. The following exhibits are referenced herein and shall be made a part of this Agreement.

Exhibit A - Cal-JAC Apprenticeship Standards

Exhibit B - Cal-JAC Rules & Regulations

Section 3.2 The Department or its governing body's personnel division shall maintain all rights and jurisdiction to areas involving adverse actions, appointments and terminations from public service as provided under the existing laws and rules not in conflict with this Agreement.

Section 3.3 The Union agrees to support the Apprenticeship Program, this agreement, and to appoint and support members to the Sub-JAC and other Committees.

Section 3.4 The Department, to the extent permitted by law, shall indemnify and hold harmless the Cal-JAC from any property damage liability arising out of the Department's acts under this Agreement related to the training program and the individual. The Department shall indemnify and hold harmless the Cal-JAC for normal wear and tear and/or damage to hose, tool, equipment, apparatus, during the testing and training throughout the course of this Agreement.

Section 3.5 The Cal-JAC agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Employer, its officers, agents, and employees from any claims and losses occurring or resulting from any acts of negligence on the part of the Cal-JAC in connection with their performance of this Agreement.

Section 3.6 Both the Cal-JAC and the Department agree to resolve conflict in this Agreement by submission to neutral arbitrator in accordance with Title 9, Section 1280 et al of the Code of Civil Procedures. The decision of the neutral arbitrator shall be final and binding on the parties.

ATTACHMENT A

Occupation	Academy Hours**	Related & Supplemental Hours	Total Hours @ \$3.10	Total Dollars Per Apprentice	Less Administrative Fee	Net Reimbursement Per Apprentice***
Fire Fighter	400*	200 x 3 yrs = 600	1000	\$3,100.00	\$500.00	\$2,600.00
Firefighter EMT	527*	200 x 3.5 yrs = 700	1227	3,803.70	650.00	3,153.70
Fire Fighter Diver	480*	200 x 3.5 yrs = 700	1180	3,658.00	750.00	2,908.00
Fire Suppression Technician	160*	200 x 2 yrs = 400	560	1,736.00	500.00	1,236.00
Wildland Fire Fighter Specialist	160*	200 x 1.5 yrs = 300	460	1,426.00	300.00	1,126.00
Emergency Medical Technician	127	200 x 1 yr = 200	327	1,013.70	200.00	813.70
Paramedic	1032*	200 x 2 yrs = 400	1432	4,439.20	750.00	3,689.20
Fire Engineer	160*	200 x 2 yrs = 400	560	1,736.00	250.00	1,486.00
Fire Apparatus Engineer	400*	200 x 3 yrs = 600	1000	3,100.00	500.00	2,600.00
Fire Officer	320*	200 x 3 yrs = 600	920	2,852.00	350.00	2,502.00
Fire Equipment Specialist	300*	200 x 4 yrs = 800	1100	3,410.00	500.00	2,910.00
Fire Inspector	240*	200 x 2 yrs = 400	640	1,984.00	350.00	1,634.00
Fire Prevention Officer	120*	200 x 2 yrs = 400	520	1,612.00	350.00	1,262.00
Fire Marshal	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Hazardous Materials Technician	160*	200 x 2 yrs = 400	560	1,736.00	500.00	1,236.00
Fire Department Training Officer	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Fire Investigator	280*	200 x 2 yrs = 400	680	2,108.00	350.00	1,758.00
Fire Fighter Paramedic	1559*	200 x 4 yrs = 800	2359	7,312.90	750.00	6,562.90
Heavy Fire Equipment Operator	300*	200 x 3 yrs = 600	900	2,790.00	350.00	2,440.00

* May be conducted in more than one session during the first year of apprenticeship

** The figure represented the suggested minimum number of academy hours

*** At the Department's request, the Cal-JAC will retain and remit the SBFS Certification fee and act as the department liaison to CFSTES

EQUIPMENT AND SERVICES DISBURSEMENT

All funds earned by the Department will be entered into a clearing account.

Upon presentation of a written request for disbursement from the Department authorized representative(s), the Cal-JAC will purchase or provide said equipment, materials or services for the Department.

The Department clearing account will be reduced by the price of the equipment, materials, etc., and/or an agreed upon price for any service.

The Cal-JAC provides no warranty expressed or implied concerning the goods or services that are requested by the Department.

The Cal-JAC acts only as an agent for purchasing in all transactions.

ATTACHMENT B