

NOV 18 2008

# LOS ANGELES FIRE DEPARTMENT



DOUGLAS L. BARRY  
FIRE CHIEF

November 5, 2008

BOARD OF FIRE COMMISSIONERS  
FILE NO. 08-166

TO: Board of Fire Commissioners

FROM: Douglas L. Barry, Fire Chief *DLB*

SUBJECT: REQUEST TO RENEW CALIFORNIA FIREFIGHTER JOINT  
APPRENTICESHIP COMMITTEE (CFFJAC) SUBSCRIPTION  
AGREEMENT FROM NOVEMBER 1, 2008 TO OCTOBER 31, 2013

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

**Recommendations:** That the Board:

1. Subject to the approval of the Mayor, authorize the Fire Chief to execute the attached Agreement draft with CFFJAC.
2. Direct the Commission Executive II to forward this Agreement Draft to the Mayor for review and approval, in accord with Executive Directive Number 3.
3. Instruct the Department to deposit all funds received under this agreement in to the LAFD Revolving Training Fund, Fund No. 40 K, Revenue Account No. 3739.

**Summary:**

The Department is requesting authorization to renew the Apprentice Training Program that has been approved by the Mayor in four (4) successive contracts covering the period July 1, 1994 through October 31, 2008.

The Program was developed by the CFFJAC and is administered by the Department in partnership with the United Firefighters of the City of Los Angeles. The program encompasses nearly all paid California Fire Service occupations and sets apprenticeship training standards equal to or exceeding State and National training standards for the fire service.

The Program provides reimbursement for fire department apprenticeship training through the California Education System and the State Division of Apprenticeship Standards. Through December 31, 2007, the rate of reimbursement was \$2.75 for each apprenticed training hour of record for each covered member. Over the past several years, the Department has received approximately \$435,000 in annual reimbursements for the cost of members receiving apprenticeship training. Beginning January 1, 2008, the rate of reimbursement was increased 7.3% from \$2.75 an hour to \$2.95 an hour, which over a one year period means the Department will receive an additional \$31,755

Reimbursements under this Agreement, are received in the LAFD Revolving Training Fund created by Ordinance No. 171714, Fund No. 40 K. The Program offers participating fire departments, price discounts on high quality, cost effective training programs, methods, conferences, and workshops. In particular, the CFFJAC is well known for its dedication to equal opportunity in the fire service and has been in the forefront of developing training programs addressing some of the sensitive issues regarding diversity and harassment.

No selection process was used to select the CFFJAC, as it is the exclusive state mechanism to provide reimbursement for Fire Department apprenticeship training.

The Department has complied with all City procedures and applicable laws and policies in preparing the attached Subscription Agreement draft which has been reviewed and approved by the City Attorney. This proposed Agreement with a governmental entity does not need City Council review and approval per City Charter Section 373.

The In-Service Training Section will administer the Subscription Agreement.

**Fiscal Impact:**

No additional budgetary funds are needed to renew the CFFJAC Subscription Agreement and to realize each annual payment of approximately \$467,000 to reimburse the Department for apprenticeship training costs.

**Conclusion:**

Authorization to renew the Subscription Agreement will ensure the continued reimbursement for apprenticeship training costs at the approximate annual rate of \$467,000 and \$2,335,000 over the five (5) year term of the Agreement. Renewal will also provide access to quality training resources at discounted prices.

Board Report prepared by Michael Portnoff, Management Analyst I, In-Service Training Section  
Attachment

## SUBSCRIPTION AGREEMENT

This agreement is entered into by, and, between the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as the "CFFJAC" and the City of Los Angeles, acting by and through its 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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Douglas L. Barry, Fire Chief  
Los Angeles Fire Department

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Steven Tufts, President  
United Firefighters of  
Los Angeles City, Local #112

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Kate Dargan  
Sponsor  
CFFJAC

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Lou Paulson  
Sponsor  
CFFJAC

Rockard J. Delgadillo  
City Attorney

Karen E. Kalfayan  
City Clerk

By \_\_\_\_\_  
Laurel L. Lightner  
Assistant City Attorney

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## WITNESSETH:

WHEREAS: the California Fire Fighter Joint Apprenticeship Committee 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 California Fire Fighter Joint Apprenticeship Committee.

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 CFFJAC'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 CFFJAC, 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
- \* *"Arson and Bomb Investigator"* - investigates fires and assists in the apprehension and conviction of arsonists
- \* *"Fire Fighter Diver"* - suppresses fires and performs emergency operations as a diver
- \* *"Fire Medic"* - suppresses fires, provides Basic Life Support, and participates in other related activities
- \* *"Emergency Medical Technician"* - provides Emergency Care and Basic Life Support at the scene of emergencies
- \* *"Paramedic"* - provides Advanced Life Support and emergency care
- \* *"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.

- Section 1.3 *"Apprenticeship Standards"* means the CFFJAC's Apprenticeship Standards established solely for the Employer 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 CFFJAC in accordance with the Apprenticeship Standards established solely for the Employer.
- Section 1.5 *"Employer"* means the Department.
- Section 1.6 *"Governing Body"* means that political entity having jurisdiction over the Employer.
- Section 1.7 *"Joint Apprenticeship Committee (CFFJAC)"* means the California Fire Fighter 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 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 Fire Fighter Joint Apprenticeship Committee.

Section 1.12 "Union" means an independent association or a union local affiliated with an international union which represents fire fighters 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. Apprenticeship training shall be provided only to employees of the Los Angeles City Fire Department;
- (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 CFFJAC'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 possess 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 CFFJAC (referred to as Sub-JAC). The Sub-JAC responsibilities are referred to in the Rules and Regulations of the CFFJAC.



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 \$2.95 per hour times each hour of academy and/or related and supplemental instruction given to an apprentice, and which is submitted to the CFFJAC and reported by the CFFJAC to an Educational Institution.

The hourly reimbursement rate for apprentice training provided by the CFFJAC to a participating department and submitted to the JAC and reported to an Educational Institution shall be determined on a program by program basis.

This training may be but is not limited to, delivery using distance learning technologies; satellite broadcast; video tape distribution, computer or interactive disk or standard classroom or drill ground methods. Reimbursement rates and or costs will be made available for each training program.

Section 2.3 The CFFJAC 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 CFFJAC will disburse funds owed to the Department within 10 days of the Department's written request after the CFFJAC's receipt of said funds from the educational institution system. Said funds, at the Department's and Union's direction, shall be disbursed into the LAFD revolving training fund for the purpose of training Paramedics and Firefighter personnel of the Department. Monies in the fund shall be expended only for the training of the Department's Paramedic and Firefighter personnel.

Section 2.5 In the event the amounts appropriated by the state for apprenticeship and related training in any fiscal year are insufficient to provide full reimbursement, the hourly rate specified in Section 2.2 shall be reduced on a pro rata basis so that the entire appropriation is allocated. The Department shall hold the CFFJAC harmless by guaranteeing repayment of any funds advanced by CFFJAC 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.

The terms of this contract shall be effective from November 1, 2008 through October 31, 2013, unless service term is extended by written agreement of all parties.

Section 2.7 The CFFJAC may withdraw from this agreement only if the Department is not providing the required training or complying with the CFFJAC Standards or Rules and Regulations. The CFFJAC may also terminate this agreement if the Department discriminates in any unlawful fashion. The CFFJAC 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 CFFJAC 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 - CFFJAC Apprenticeship Standards (*attached*)

Exhibit B - CFFJAC Rules & Regulations (*attached*)

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 CFFJAC from any property damage liability arising out of the Department's acts under this Agreement related to the training program and the individual. The CFFJAC shall not be responsible 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 CFFJAC 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 CFFJAC in connection with their performance of this Agreement.

# ATTACHMENT A

Occupation	Academy Hours**	Related & Supplemental Hours	Total Hours @ \$2.95	Total Dollars Per Apprentice	Less Administrative Fee	Net Reimbursement Per Apprentice***
Fire Fighter	400*	200 x 3 yrs = 600	1000	\$2,950.00	\$500.00	\$2,450.00
Fire Fighter Medic	527*	200 x 3.5 yrs = 700	1227	3,619.65	650.00	2,969.65
Fire Fighter Diver	480*	200 x 3.5 yrs = 700	1180	3,481.00	750.00	2,731.00
Fire Suppression Technician	160*	200 x 2 yrs = 400	560	1,652.00	500.00	1,152.00
Wildland Fire Fighter Specialist	160*	200 x 1.5 yrs = 300	460	1,357.00	300.00	1,057.00
Emergency Medical Technician	127	200 x 1 yr = 200	327	964.65	200.00	764.65
Paramedic	1032*	200 x 2 yrs = 400	1432	4,224.40	750.00	3,474.40
Fire Engineer	160*	200 x 2 yrs = 400	560	1,652.00	250.00	1,402.00
Fire Apparatus Engineer	400*	200 x 3 yrs = 600	1000	2,950.00	500.00	2,450.00
Fire Officer	320*	200 x 3 yrs = 600	920	2,714.00	350.00	2,364.00
Fire Equipment Specialist	300*	200 x 4 yrs = 800	1100	3,245.00	500.00	2,745.00
Fire Inspector	240*	200 x 2 yrs = 400	640	1,888.00	350.00	1,538.00
Fire Prevention Officer	120*	200 x 2 yrs = 400	520	1,534.00	350.00	1,184.00
Fire Marshal	280*	200 x 2 yrs = 400	680	2,006.00	350.00	1,656.00
Hazardous Materials Technician	160*	200 x 2 yrs = 400	560	1,652.00	500.00	1,152.00
Fire Department Training Officer	280*	200 x 2 yrs = 400	680	2,006.00	350.00	1,656.00
Arson and Bomb Investigator	280*	200 x 2 yrs = 400	680	2,006.00	350.00	1,656.00
Fire Fighter Paramedic	1559*	200 x 4 yrs = 800	2359	6,959.05	750.00	6,209.05

\* 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 CFFJAC will retain and remit the SBFS Certification fee and act as the department liaison to CFFJES