

DISPATCH LABOR AGREEMENT

BETWEEN

THE WOODLANDS FIRE DEPARTMENT AND
THE WOODLANDS PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL 3846, IAFF

DISPATCHER LABOR AGREEMENT

BETWEEN

THE WOODLANDS FIRE
DEPARTMENT

AND

THE WOODLANDS
PROFESSIONAL
FIRE FIGHTERS ASSOCIATION
LOCAL 3846, IAFF

2010-2011

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ARTICLE 1

PURPOSE

SECTION 1:

As used in the Agreement the word "Agreement" means this entire agreement between The Woodlands Fire Department, Inc. and The Woodlands Professional Firefighters Association, Local 3846, International Association of Firefighters; the word "Company" means The Woodlands Fire Department, Inc.; the word "Bargaining Agent" or "Local 3846, IAFF" means The Woodlands Professional Firefighters Association, Local 3846, International Association of Firefighters; the word "Employee" or "Employees" means those dispatchers represented by the Bargaining Agent; and the word "Management" means management of both The Woodlands Fire Department, Inc. and The Woodlands Community Service Corporation.

SECTION 2:

It is the intent and purpose of the parties hereto to set forth the basic agreement covering rates of pay, hours of work and other conditions of employment, in order that relations with the employees will be promoted, uninterrupted operation will be achieved, and to provide for the adjustment of differences which may arise so that the highest level of employee performance consistent with safety and sustained effort will be received.

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ARTICLE 2

RECOGNITION AND UNION SECURITY

The Company recognizes the Bargaining Agent as the sole and exclusive Collective Bargaining Agent for all full and part time paid employees in the unit certified by the National Labor Relations Board in **Case No. 16-RC-10518**.

This recognition is for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, or other conditions of employment.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of a violation by the Company of this Agreement. As the representative of the Employees, the Bargaining Agent may process, adjust or settle grievances through the Grievance Procedure, as defined in Article 11 of this Agreement.

Each employee shall have the right to freely join or decline to join Local 3846, IAFF.

Each union employee shall have the right to freely retain or discontinue his or her membership in Local 3846, IAFF.

No employee shall be discriminated against on account of his or her membership or non-membership in Local 3846, IAFF.

During the term of this Agreement, the Company will check off monthly dues and assessments, each as designated by the Treasurer of Local 3846, IAFF., for the Employees who choose to pay such dues. Such deductions will be made on the basis of individually signed voluntary check-off authorization cards hereafter submitted to the Company. The Company will promptly remit any and all amounts so deducted to the Treasurer of Local 3846, IAFF along with a list of the Employees from whom the deductions were checked. The following general conditions will be applicable:

- a. Local 3846, IAFF shall furnish check-off authorization cards to the Company. The authorization cards will clearly indicate that the check-off authorization is revocable by the employee at any time, upon presentation of written notice to Local 3846 and the Company of the Employee's intent to revoke the authorization.
- b. Deductions shall be made each regular pay period in accordance with the Company's published Time Card Schedule. Deductions on the basis of authorization cards submitted to the Company shall commence on the pay period after which the Company receives such authorization cards.
- c. Local 3846 shall indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provision of the Article, or reliance on any list or certificate which shall have been furnished to the Company under any of such provisions.

The Company shall allow Employees to wear one (1) union pin on their uniform. The style, type, size, and location of placement of the pin must be approved by the Fire Chief.

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ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1:

Except as specifically limited by this agreement, any and all of the rights, duties, powers, functions, authority, and prerogatives of the Company to manage, control and direct its business and operations of the Fire Department, are vested in and retained by the Company, including but not limited to the assignment and direction of its Employees.

SECTION 2:

The Company shall be the sole judge of the competence of all Employees and of the number of Employees required to perform any work. The Company has and will retain the right to hire or reject applicants for employment, to promote, discipline, suspend, discharge for just cause, or layoff employees because of lack of work or for other legitimate reasons, and to establish and enforce work rules.

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ARTICLE 4

INSURANCE

SECTION 1: TYPES OF BENEFITS

The Company will endeavor to provide health and welfare benefits that meet the needs of its employees while maintaining reasonable costs for the Company. During the term of this Agreement, the Company will offer the following benefits:

- Health
- Prescription Drugs
- Life, including Accidental Death and Dismemberment
- Dental
- Vision
- Accident and Sickness
- Short-term Disability
- Long-term Disability
- Retiree Health

SECTION 2: ADVISORY COMMITTEE

The Company agrees to participate in an Employee Benefits Advisory Committee which will include the Fire Chief, Asst General Manager for Finance and Administration, Director of Human Resources and the Executive Board of the Bargaining Agent. This Committee will meet annually to review health and welfare benefits issues and costs, and the Company will accept input into its decisions regarding employee benefits.

SECTION 3: CONTRIBUTIONS

The Company and the Employee will both contribute to the cost of premiums for health and welfare benefits, and it is agreed that the Employee's costs will be the same as non-bargaining unit employee's costs for like benefits during the term of this Agreement.

SECTION 4: DISABILITY INSURANCE

The Company will provide Short-term Disability insurance with income replacement coverage equal to 60% of an Employee's average weekly salary to a maximum weekly benefit of \$1200 for a maximum of 26 weeks if medically necessary. Income replacement coverage will be provided by UnumProvident for the first 13 weeks and by the Company for the remaining 13 weeks – see next paragraph for details. Employees will be allowed to supplement their short and long-term disability pay with available time off balances. The sum of the Employees short and long-term disability pay and their time off will not exceed 100% of the Employee's regular pay.

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The Company will also provide Long-Term Disability Insurance with an own occupation provision of up to a maximum of three years. An Employee will be eligible for an additional 13 weeks of income replacement coverage equal to 60% of an Employee's average weekly salary to a maximum of \$1200, fully paid by the Company, if the Employee is no longer receiving income benefits from the insurance company during the 39th month following their disability event.

SECTION 5: ACCIDENT AND SICKNESS INSURANCE

The Company will pay 100% of the cost of Accident & Sickness premiums through VFIS for all Local 3846, IAFF, members. Please refer to the policy for additional information. The Company will pay Employees the amount between their regular weekly salary based on their hourly rate as defined in Article 14, and the total of their worker's compensation earnings and earnings from VFIS. VFIS coverage will begin on the first day an Employee misses work due to an on-the-job injury or illness.

SECTION 6: RETIREE HEALTH INSURANCE

The Company will make Retiree Health Insurance available to Local 3846, IAFF members at group rates. The Company will contribute up to fifty percent (50%) of the premium cost for the retiree only, at an amount not to exceed \$300/month. The following qualifications must be met in order for the Employee to receive this benefit:

- The Employee must take a bona fide retirement.
- The Employee must have at least ten (10) years of service with the Company
- The Employee's age plus their years of service must be equal to or greater than 69.5.

The Employee loses eligibility to participate in Retiree Health Insurance if they become eligible for health insurance benefits with another employer. This contribution will continue until the retiree reaches age 65. When the retiree reaches age 65, the Company will continue to make Retiree Health Insurance available at group rates, however the retiree will be responsible for the full cost of this insurance after age 65.

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ARTICLE 5

RETIREMENT PLAN

SECTION 1 – ELIGIBILITY

Employees will be allowed to participate in the 401(k) Plan at the beginning of the next calendar quarter after reaching age 21 and fulfilling six months of service with the Company.

SECTION 2 – VESTING

All participating Employees shall be vested in the 401(k) Plan and have a nonforfeitable right to contributions made by the Company on their behalf on a five-(5) year graded schedule as follows:

Less than 1 year of employment	0%
1 – < 2 years of employment	20%
2 – < 3 years of employment	40%
3 – < 4 years of employment	60%
4 – < 5 years of employment	80%
5 years of employment or greater	100%

Forfeited accounts shall be redistributed on an annual basis to offset employer match contributions or plan administration charges paid by the Company.

SECTION 3 - COMPANY CONTRIBUTIONS

Once an Employee is eligible to participate in the 401(k) Plan, the Company will match the Employee's contribution on a 2 – 1 basis. The maximum Company contribution will be 14% and this will be based on an Employee contribution of 7% of his/her salary. Company and participant contributions will occur each payroll period.

All other terms and conditions of the 401(k) Plan will remain unchanged. Refer to Summary Plan Description for complete details of the Plan.

SECTION 4 – CONSIDERATION OF DEFINED BENEFIT PLAN

The Company will consider the creation of a defined benefit pension plan proposed by the Bargaining Agent. The Bargaining Agent will perform research and development into the creation of a defined benefit pension plan in order to make a formal defined benefit proposal.

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ARTICLE 6

OVERTIME

SECTION 1:

Any Employee covered by this agreement who is scheduled on shift work who is authorized to and who works in excess of 40 hours in a work week shall receive pay at the rate of one and one-half (1 ½) hours for each overtime hour. Overtime will be calculated based on the employee's regular rate of pay (base rate plus incentive pay). Only hours worked and scheduled PTO which is scheduled at least one week in advance will be used to calculate overtime pay. Unscheduled PTO will not be used to calculate overtime pay.

SECTION 2:

All vacancies as a result of an absence less than seven days in length shall be filled from a pre-established overtime list.

SECTION 3:

Overtime lists shall be formulated alphabetically for part-time and full-time Employees. Any Employee wishing to be eligible for overtime may have his or her name on the list. Full-time Employees will be offered to fill vacant shifts first. If no full-time Employee is available to fill the position then part-time Employees will be called. Selection of personnel shall be made on a rotation/revolving method. If no Employee accepts the overtime shift, management will take whatever steps necessary to fill the shift.

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ARTICLE 7

EMPLOYEE PROTECTION

If the Company chooses to outsource dispatch services with another agency or entity, the Company will attempt to ensure that Employees will be offered jobs with the contracted entity as part of the Agreement. The Company also agrees to provide severance pay to both full and part-time Employees at the Employee's current salary upon separation based on the following:

Employees with less than 4 full years of service will receive severance pay equal to one month's regular pay;

Employees with more than 4 full years of service will receive severance pay at the rate of one week severance for each year of service.

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ARTICLE 8

SENIORITY

SECTION 1

Seniority is defined as the total accumulated period of time that a full-time Employee has been employed by the Company beginning with the Employee's date of hire and placement on a seniority list.

SECTION 2

Seniority shall be broken and terminated by an Employee under the following circumstances:

- a) Discharge by Company
- b) Voluntary termination
- c) Layoff for a period in excess of twelve (12) months or length of tenure with the organization whichever is shorter
- d) Failure to return to work following layoff consistent with Article 9

SECTION 3

An Employee who is unable to work because of a bona fide sickness or bona fide injury shall remain on the seniority list for a period of time equal to the Employee's total seniority as of the original date of the Employee's sickness or injury, but in no event shall such an Employee remain on the seniority list beyond an uninterrupted period of twelve (12) months from the original date of the Employee's sickness or injury.

SECTION 4

In the event two or more Employees have the same seniority date, birth dates will be reviewed and the elder Employee shall be considered to have the most seniority.

SECTION 5

Part-time Employees who become full-time will earn seniority at a rate equal to their part-time service.

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ARTICLE 9

PERSONNEL REDUCTION

- (A) It shall be the policy of the Company to give an Employee at least thirty (30) days notice prior to any lay off. Each Employee who is laid off shall be paid for all accrued leave time, including PTO, holiday, based on the Employee's current hourly rate as of the date of separation.
- (B) Employees who are not meeting performance expectations based on their most recent annual performance evaluation shall be laid off first. Employees who are meeting performance expectations based on their most recent annual performance evaluation shall be laid off in reverse order of department seniority.
- (C) All Employees who are laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, PTO, retirement, and overtime, earned, accumulated and unused at the time of layoff.
- (D) Laid off Employees will be eligible for COBRA for their health insurance beginning the first of the month after their termination date. The company will pay its portion of the health insurance premium for affected Employees and their dependents for six (6) months or until the Employee secures health insurance from another source.
- (E) Those Employees who were meeting performance expectations at the time of reduction shall be given first opportunity for reemployment before any new candidates are hired. Recalls/rehires shall be made on the same basis as reduction in force. The Company will provide the Local 3846, IAFF with a list of names of those Employees being offered the opportunity to return to employment. The Company shall, by certified mail notify each individual of their recall. If the Company does not receive a reply within ten (10) working days from the date recall notification is made, or if the individual does not agree to report within two (2) calendar weeks after he or she receives notice, or if the individual does not report for work as agreed, the individual will be considered to have forfeited all seniority and recall rights.

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ARTICLE 10

UNIFORMS

SECTION 1:

The Company shall furnish at no cost to the Employee the initial set of uniforms including Department approved footwear. The Company shall also furnish any additional apparel required by the Company, as part of the uniform. Any and all additions or changes to the required uniform will be at no cost to the Employee. Employees are to replace any initial uniform apparel with the allowance provided in Section 2 of this article.

SECTION 2:

During January of each year following the initial uniform issue, the Company shall furnish each Employee a voucher in the amount of three hundred and fifty (\$350) dollars to be used for purchase and replacement of articles of uniforms. The annual uniform replacement amount of \$350 will include a voucher for reimbursement upon presentation of a receipt in the amount up to seventy-five (\$75) dollars to be used for the purchase of footwear.

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ARTICLE 11

GRIEVANCE

SECTION 1: PURPOSE:

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances. Local 3846, IAFF or any bargaining unit Employee may file a grievance under the terms of this agreement. For the purpose of this article a grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violations of any provision of this agreement, or the discipline, discharge, or demotion in rank of any member of the bargaining unit. Each grievance shall be submitted on a form agreed to by the parties and must include (1) a brief statement of the grievance and the facts or events on which it is based, (2) the section(s) of the contract alleged to have been violated, (3) the remedy or adjustment sought and the Employees signature or if filed by Local 3846, IAFF the signature of the Local 3846, IAFF grievance committee chairman or the Local 3846, IAFF President.

SECTION 2: PROCEDURE:

STEP 1:

An Employee who believes he/or she is aggrieved must file a grievance with the Local 3846, IAFF grievance committee within fifteen (15) days of the date upon which he/she knew of or should have known of the facts or events given rise to the grievance. The grievance shall indicate the provision(s) of the agreement claimed to have been violated and the facts and arguments relied upon in claiming a violation, and the relief requested. The Local 3846, IAFF Grievance Committee has ten (10) days upon the committee's receipt of the alleged grievance to determine the grievance's validity. If the Local 3846, IAFF Grievance Committee determines that no grievance exists it shall notify the Chief, no further proceedings will be necessary. Once a grievance exists, the grievance must be presented by the Employee or the Local 3846, IAFF to the Deputy Chief of Administrative Services. If within ten (10) days of receipt of the grievance by the Deputy Chief of Administrative Services, the grievance is not resolved, it shall advance to Step 2 of this procedure. Any grievance filed by the Local 3846, IAFF may advance directly to step 2 of this procedure.

STEP 2:

If, within ten (10) days, following the completion of Step 1 the grievance remains unresolved, it shall be presented by the Local 3846, IAFF Grievance Committee in writing to the Fire Chief who shall arrange for such meetings and make such investigations as are necessary to give his / her answer in writing within ten (10) days of the receipt of the grievance. If this answer does not resolve the grievance, it may advance to the next step.

STEP 3: MEDIATION CONFERENCE

If within ten (10) days following the completion of Step 2 the grievance remains unresolved, the Union Grievance Committee and The Woodlands Township President, Fire Chief, and Director of Human Resources shall meet to mediate the dispute. Mediation shall last for a maximum of four (4) hours unless an extended timeframe is

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mutually agreed to by both parties. If the parties cannot resolve the grievance, it may advance to the next step.

STEP 4: MEDIATION

If, within ten (10) days following the completion of Step 2 the grievance remains unresolved, the Local 3846, IAFF Grievance Committee and The Woodlands Township President, Fire Chief, and Director of Human Resources shall meet to mediate the dispute. This meeting shall be facilitated by a member of Dispute Resolution Center of Montgomery County, Inc., and both parties will equally share the costs of the mediator. The mediator's role will be to guide the discussion, define issues and involve everyone in solving the same problem and developing creative solutions. If the parties cannot resolve the grievance, it may advance to the next step.

STEP 5: RESOLUTION

It is understood that if the grievance cannot be resolved in mediation, either party may seek a resolution through litigation through the courts.

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ARTICLE 12

HEALTH AND SAFETY

The Company and Local 3846, IAFF agree that reasonable dispatch services are required for Fire and EMS. In order to provide such protection and service to the community the Company and the Local 3846, IAFF agree to provide a proper level of safety for the Employees and maintain a safe working environment.

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ARTICLE 13

LEAVE

SECTION 1: Selection of Off-Time

Employees shall schedule all granted vacation and holiday time throughout each year. Time off selections shall be made each quarter, and shall be submitted for approval no later than December 15th for time off during January through March; March 15th for time off during April through June; June 15th for time off during July through September and September 15th for time off during October through December. Such selection of time off will be based on seniority.

Each day, one day time off slot and one night time off slot shall be made available to Employees for off-time selection during a quarter.

SECTION 2: Personal Time Off (PTO)

Personal time off is time provided for Employees to be away from work due to illness, personal requirements, vacation or other reasons. Each regular full-time employee is eligible for PTO on a pro-rated calendar basis. PTO is earned January 1 through December 31 each calendar year. PTO may be taken in increments of an hour or more. In a calendar year employees will be granted PTO according to the chart below.

Full Months of Service

	1-11	12 – 59	60 - 119	120+
Hours of PTO accrual for each month of service	17	21	25	28
Maximum annual accrual (not including carry-over)	214	262	306	344
Maximum annual unused PTO hours which an employee may receive compensation for at year-end.	20	20	30	40
Maximum annual unused PTO hours which may be carried over at year-end.	40	40	40	40
May PTO be taken before it is accrued?	Yes	Yes	Yes	Yes

All other aspects of the Company's PTO policy shall remain in effect for the duration of this agreement.

SECTION 3: Holidays

The holidays will be: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, and an Employee's birthday. Hours for holiday time off will be added to the PTO balance on January 1 of each year. Holidays are defined as the shift beginning at 6 a.m. on the holiday and continuing for 24 hours from 6 a.m. Should a dispatcher work less than a full year, they will only receive twenty-eight hours (28) for holiday time off per calendar quarter each year. For example, a dispatcher begins work on November 1 and they will receive 28 hours of holiday time off added to their PTO. As another example, if a dispatcher resigns on November 1, they will have 28 hours deducted from their PTO balance. Employees will earn their quarterly holiday hour allotment if they work at least half of the calendar quarter.

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Dispatchers who work on the above holidays will receive premium pay in the amount of one and one-half times their hourly rate in addition to their regular wages for these hours worked on a holiday.

SECTION 4: Jury Duty

The Company will provide paid time off to employees who receive and honor jury summons. The same will also apply to a subpoena, provided the subpoena is not associated with any legal action involving the employee. The Employee will be responsible for providing any and all documentation regarding a just summons or subpoenas to his/her supervisor. Employees are required to report for duty upon dismissal from the court if it is a scheduled workday.

SECTION 5: Funeral

Paid absence time for Employees who suffer the loss of a member of their immediate family shall be provided by the Company. Employees shall be granted 10 consecutive calendar days off, and paid for any regularly scheduled, missed shifts during these 10 calendar days, for the death of an immediate family member (spouse, child or parent and partner's spouse, child or parent). Employees shall be granted 5 consecutive calendar days off, and paid for any regularly scheduled, missed shifts during these 5 calendar days, for the death of their or their spouse's family member (brother, sister, grandchild, grandparent, aunt, uncle, niece, nephew or other relative living in the same household). These days will be taken at the time of the relative's death and will include the day the funeral is conducted. Additional consecutive calendar days off for funeral leave shall be granted pending approval of management.

The Employee is responsible for requesting funeral leave from their supervisor prior to taking funeral leave, if time permits. The Employee is also responsible for submitting funeral leave through *iemployee* as is done with all other hours worked and/or leave taken.

SECTION 6: Military

Employees, who voluntarily attend or are required to attend training periods to maintain their status in a reserve component of the armed forces, will be paid their base wages for a period not to exceed two weeks per occurrence. Such absences from work due to military service shall not count against an employee's eligible vacation time or any other paid absence time.

If an Employee is on active military duty, the Company agrees to pay 100% of the Employee's health insurance premiums for a maximum of six months or until such time the Employee qualifies for health insurance offered by the military.

SECTION 7: Catastrophic Leave Pool

Employees may contribute up to eighty (80) hours of personal time off per year to the Catastrophic Leave Pool. Contributions to the pool are voluntary. The election to contribute PTO time to the pool is irrevocable, and may not be designated for the use of a

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particular co-worker. Employees who have a catastrophic illness or injury, or who have suffered the loss of an immediate family member, or who are on an unpaid military leave of absence, and have exhausted all other leave balances, including funeral leave, may request withdrawals from the Catastrophic Leave Pool. The surviving spouse or children of an employee who dies may also make requests to the Catastrophic Leave Pool. Employees must make a written request stating the reason for their request as well as how much time they would like to withdraw. Employees may request withdrawals from the pool in amounts no greater than 160 hours, or one-third of the hours available within the pool, whichever is less. A committee consisting of two Employees and a member of the Human Resources Department will review and approve requests for withdrawal from the pool. Withdrawals must be used in accord with either the PTO or Funeral Leave guidelines.

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ARTICLE 14

WAGES

SCHEDULE OF WAGES (Effective January 1, 2010):

Rank	Base
Probationary Disp	\$ 14.16
Dispatcher 1	\$ 14.87
Dispatcher 2	\$ 15.61
Dispatcher 3	\$ 16.39
Dispatcher 4	\$ 17.21
Sr. Dispatcher 1	\$ 18.07
Sr. Dispatcher 2	\$ 18.97
Sr. Dispatcher 3	\$ 19.92
Supervisor 1	\$ 21.86
Supervisor 2	\$ 22.95

REQUIREMENTS FOR EACH POSITION:

Probationary Dispatcher – HS Diploma or GED, 35 wpm typing speed by touch, Microsoft Office proficiency.

Dispatcher 1 – Twelve months service as a Probationary Dispatcher, successful completion of a basic territory test with a minimum score of 80%, and successfully complete all requirements of Probationary Dispatcher including a satisfactory evaluation.

Dispatcher 2 – Twelve months service as a Dispatcher 1, attainment of EMD certification, and successful completion of job-related written exam and job-related oral examination/interview.

Dispatcher 3 – Twelve months service as a Dispatcher 2, attainment of 40 hour Basic Communications Course (APCO/TCLEOSE approved), and successful completion of job-related written exam and job-related oral examination/interview.

Dispatcher 4 – Twelve months service as a Dispatcher 3, and successful completion of job-related written exam and job-related oral examination/interview.

Sr. Dispatcher 1 – Six years total service as a WFD Dispatcher, achieve the rank of Dispatcher 4, attainment of ECA/EMT Basic certification and successful completion of job-related written exam and job-related oral examination/interview.

Sr. Dispatcher 2 – Twelve months service as a Sr. Dispatcher 1.

Sr. Dispatcher 3 – Twelve months service as a Sr. Dispatcher 2.

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Shift Supervisor 1 – Non-probationary dispatcher with EMD certification and completion of 40-hour APCO/TCLEOSE Basic Telecommunications course. Successful completion of examination/interview process and placement into the position of Shift Supervisor.

Shift Supervisor 2 – Eighteen months of service as a Shift Supervisor 1.

INCENTIVE PAY

Incentive Positions (appointed by the Deputy Chief of Support Services):

- CAD Administrator (1) 5%
- Training/QA Coordinator (1) 5%

Applicable incentive pay shall be added to the Employee's base rate.

Employees working from 0000 hours to 0600 hours shall receive night shift differential pay in the amount of seventy-five cents (.75) per hour for each hour worked during that time period.

Applicable increases for incentive pay will be applied to the employee's hourly rate upon the date that the employee is appointed by the DC of Support Services.

PART TIME EMPLOYEES

Part time Employee's rate of pay shall be in accordance with this article. Part-time Employees will receive credit for one year of service if they work at least 1040 hours during that year. They will be eligible for increases upon attainment of service and certifications in accord with this article.

Part time Employees shall be hired from the current eligibility list.

Employees that have successfully reached the position of Dispatcher 1 upon termination of employment may be re-hired as a part-time Employee at their former rank.

MARKET SURVEY

The Company and Bargaining Agent will meet each year in May to review the market salaries of the agreed upon cities, and to determine hourly rates for the following year.

Each year, wages shall be compared to the following cities: Allen, Bellaire, College Station, Conroe, Denton, Flower Mound, Frisco, Highland Park, Houston, Lewisville, McKinney, Mesquite, Missouri City, North Richland Hills, Richardson, and Sugar Land. The Texas Municipal League Online Salary Subscription service shall be the source for gathering and analyzing this wage data. The actual average wages for the position of Dispatcher and Dispatch Supervisor of these cities and the Woodlands Fire Department shall be averaged to derive at the market pay for each of these positions. These average market hourly rates shall be compared and applied to the Dispatcher 3 and Dispatch Supervisor 1 classification. The hourly rate for Dispatcher 3 is 100% of the average

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market pay with the implementation of the 2010 Pay Schedule. The difference between grades (D1, D2, D3, SRD1 etc.) is at least 5%. Hourly rates will be adjusted effective the first day of the first complete pay period of each year following the completion of the market survey. At no time will hourly rates be decreased as a result of this market comparison. Annual hourly rate increases shall not exceed ten percent (10%) per year as a result of the market comparison.

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ARTICLE 15

HOURS OF WORK

SECTION 1:

The Employees' schedule will be based on a three shift system. The shift schedule is defined by the chart below:

		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
DAYS															
	POS 1-A	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
	POS 1-A	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
	POS 1-B	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
	POS 1-B	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
	POS -C	Cover PTO for A and B Days													
Peak	11A-11P														
	POS 1-A	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
	POS 1-B	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
NIGHTS															
	POS 1-A	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
	POS 1-A	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
	POS 1-B	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
	POS 1-B	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
	POS -C	Cover PTO A and B Nights													

The work schedule may be changed by mutual agreement of both parties.

SECTION 2:

The workweek will begin between 0600 and 0800 on Sunday and shall continue for the next 168 hours, and end between 0559 and 0759 the following Sunday.

SECTION 3:

Hours worked including scheduled PTO as stated in Article 6, Overtime, over 40 hours in a week shall be compensated at time and one half (1.5).

SECTION 4:

Non-probationary dispatchers shall bid for assigned shifts (day, night or peak) during December of each year based on seniority (i.e., most senior Employee picks first followed by the second most senior Employee, etc. The shift bids shall begin on January 1st and remain in effect until December 31st of each year. Probationary dispatchers may select an open shift when they are promoted to Dispatcher 1.

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Management reserves the right to ensure that fully qualified dispatchers are scheduled at all times.

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ARTICLE 16

TRADE TIME AND EMPLOYEE SUBSTITUTIONS

With the approval of the Dispatch Supervisor, Employees shall be allowed to trade time. All trade times must be submitted and approved a minimum of twenty – four (24) hours in advance of the trade. Employees may trade time with full or part time Employees. Trade times shall be completed as approved by the Dispatch Supervisor (or acting Dispatch Supervisor) but shall not exceed 90 days.

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ARTICLE 17

BULLETIN BOARD

SECTION 1:

The Company will allow use of a suitable bulletin board or space, for the use of the Local 3846, IAFF in the dispatch office, at an agreed upon location. Local 3846, IAFF is responsible for posting and removing material from the bulletin board and maintaining the bulletin board in an orderly fashion. Local 3846, IAFF agrees not to place any material on the bulletin boards which is critical of the Company or management or which endorses any political candidate, party or issue.

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ARTICLE 18

NO STRIKES AND LOCKOUTS

SECTION 1:

Local 3846, IAFF may not participate in any strike during the term of this Agreement nor may the Company lock out any Employees. For the purposes of this Agreement, a "strike" means the concerted failure to report for duty; the concerted absence of Employees from their position; the concerted stoppage of work; the concerted absence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with the Company for the purpose of inducing, influencing, condoning or coercing any change in terms and conditions of employment or the rights, privileges, or obligations of employment; or participating in a deliberate and concerted course of conduct which adversely affects the service of the Company; or the concerted participation in sympathetic strike and picketing in furtherance of the work stoppage.

In the event a strike takes place in violation of this Agreement, the President of Local 3846, IAFF shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the Employees to return to work in an attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the Company. Local 3846, IAFF shall notify the Company within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this article.

It is recognized by the parties to this Agreement that activities enumerated above are contrary to the ideals of professionalism and to the fire department's community responsibility and that any violation of this Article would give rise to irreparable damage to the Company and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Company shall be entitled to seek and obtain legal and / or equitable relief, including legal fees, in any court of competent jurisdiction.

Any Employee who participates in or promotes a strike, as defined in this Article, may be discharged or otherwise disciplined by the Company.

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ARTICLE 19

DISCRIMINATION

SECTION 1:

The Company agrees that applicable Federal and State Laws shall be applied to all Employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. Local 3846, IAFF shall share the responsibility equally with the Company for applying this provision of the agreement.

No department supervisor or representative of the Company shall discriminate against any Employee because he or she has formed, joined or chosen to be represented by Local 3846, IAFF or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of Local 3846, IAFF recognized under the terms of this agreement.

No Employee shall be discriminated against on account of his or her membership or non-membership in Local 3846, IAFF.

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ARTICLE 20

SAVINGS CLAUSE / WAIVERS

SECTION 1:

The parties hereto acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

SECTION 2:

The Company and Local 3846, IAFF for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties the time they negotiated or signed this agreement.

SECTION 3:

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by any reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

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ARTICLE 21

AGREEMENTS INCORPORATED

The following agreements previously negotiated between the parties are hereby incorporated in this Agreement as if set forth fully herein:

WFD SOG #58- Administrative investigation

WFD/WCSC Substance Abuse Policy as agreed the 1st day of July, 2004

WFD/WCSC Educational Assistance Guideline in effect on January 1, 2006

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TERM OF AGREEMENT

SECTION 1


In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement, all terms of the current Agreement shall remain in full force and effect until replaced by a new agreement.

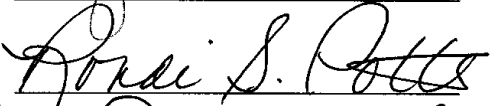
SECTION 2

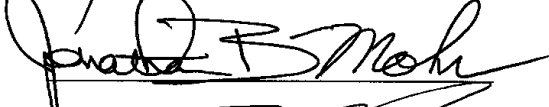
This Agreement shall be effective as of the 1st day of January, 2010. The expiration date of this Agreement will be the 31st day of December, 2011.


IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of January, 2010.

For the Bargaining Agent









For the Company

