

LABOR AGREEMENT

BETWEEN

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

LABOR AGREEMENT

BETWEEN

**THE WOODLANDS FIRE
DEPARTMENT**

AND

**THE WOODLANDS
PROFESSIONAL
FIRE FIGHTERS ASSOCIATION
LOCAL 3846, IAFF**

2010 – 2011

LABOR AGREEMENT

BETWEEN

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

TABLE OF CONTENTS

	<u>Title</u>	<u>Page</u>
Article 1	Purpose	3
Article 2	Recognition and Union Security	4
Article 3	Management Rights	6
Article 4	Insurance	7
Article 5	Retirement Plan	10
Article 6	Overtime and Call Back List	11
Article 7	Working out of Classification	13
Article 8	Seniority	14
Article 9	Personnel Reduction	15
Article 10	Uniforms and Protective Equipment	16
Article 11	Grievance	18
Article 12	Health and Safety	21
Article 13	Leave	22
Article 14	Wages	26
Article 15	Hours of Work	31
Article 16	Trade Time and Employee Substitutions	32
Article 17	Bulletin Board	33
Article 18	No Strikes and Lockouts	34
Article 19	Discrimination	35
Article 20	Savings Clause/Waivers	36
Article 21	Agreements Incorporated	37
	Term of Agreement	38
	Sidebar Agreements	

LABOR AGREEMENT

BETWEEN

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

ARTICLE 1 - PURPOSE

SECTION 1:

As used in this Agreement, the word "Agreement" means this entire agreement between The Woodlands Fire Department, Inc. and The Woodlands Professional Fire Fighters 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 employees 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, wages, 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 2 RECOGNITION AND UNION SECURITY

The Company recognizes Local 3846, IAFF as the sole and exclusive Bargaining Agent for all regular full and part-time paid Employees in the unit certified by the National Labor Relations Board in **Case No. 16-RC-10129**.

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 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, IAFF, 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

LABOR AGREEMENT

BETWEEN

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

authorization cards submitted to the Company shall commence on the pay period after which the Company receives such authorization cards.

- c. Local 3846, IAFF 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 this 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.

LABOR AGREEMENT

BETWEEN

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

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, 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.

LABOR AGREEMENT

BETWEEN

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

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 \$1000 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

LABOR AGREEMENT

BETWEEN

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

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.

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 \$1000, 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.

LABOR AGREEMENT

BETWEEN

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

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.

LABOR AGREEMENT

BETWEEN

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

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 non-forfeitable 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 6 OVERTIME AND CALL BACK

SECTION 1:

Any Employee covered by this Agreement who is authorized to and who works in excess of 40 hours in a work week shall be compensated at a rate of one and one-half (1 ½) times the Employee's regular rate of pay for each hour worked in excess of forty (40) hours. Regular rate of pay is defined as the Employee's hourly rate as outlined in Article 14, Section 1.

Vacation, holiday, funeral, jury, and military leave time off will count as hours worked to calculate overtime pay. Sick time will not be eligible for overtime pay. During a week when Employees take vacation, holiday, funeral, jury or military leave time off, any additional, unscheduled shifts shall be paid at the Employee's regular rate of pay as defined in Article 14 until these additional, unscheduled shifts equal more than 40 hours.

Example: Employee is scheduled to take two vacation days during their regularly scheduled shifts in a week. The Employee is called in to work one additional, unscheduled 24 hour shift during this week. The Employee will be paid 64 hours regular and 8 hours overtime.

Example: Employee is scheduled to take two vacation days during their regularly scheduled shifts in a week. The Employee is called in to work two additional, unscheduled 24 hour shifts during this week. The Employee will be paid 80 hours regular and 16 hours overtime.

Example: Employee is scheduled to take one holiday during their three regularly scheduled shifts in a week. The Employee is called in to work an additional, unscheduled 24 hour shift during this week. The Employee will be paid 40 hours regular and 56 hours overtime.

SECTION 2:

All overtime vacancies as a result of an absence shall be filled on a rank for rank basis if available. (i.e. Firefighters work in firefighter vacancies, etc.) When a vacancy has been determined, the vacancy shall be filled from an established overtime list.

LABOR AGREEMENT

BETWEEN

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

SECTION 3:

An overtime list shall be formulated for each classification. Any full-time Employee wishing to be eligible for overtime may have his or her name on the list. Selection of personnel shall be made on a rotation/revolving method. If an overtime vacancy is not filled per the established overtime list, management reserves the right to fill the absence.

In order to increase system efficiency and reduce hours spent on filling overtime vacancies, the Company may implement an electronic overtime management software solution. If such a program is implemented, the Company will appoint two members of the Bargaining Agent Executive Board to serve on the implementation team to assist in oversight of system training and compliance.

SECTION 4:

It is not the intent of the Company to utilize part-time Employees to fill day-to-day staffing requirements of The Woodlands Fire Department.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 7

WORKING OUT OF CLASSIFICATION

SECTION 1:

All temporary assignments will be made by the Battalion Chief or his designee.

SECTION 2:

Employees temporarily working in a higher classification for eight (8) hours or longer will be paid the rate of the higher classification.

SECTION 3:

Employees temporarily working in a higher classification for the expressed purpose of gaining experience in that classification will not be paid the rate of the higher classification.

LABOR AGREEMENT

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

ARTICLE 8 SENIORITY

SECTION 1

Seniority is defined as the total accumulated period of time that an 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 twenty-four (24) months or length of tenure with the Company 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 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 accident, but in no event shall such an Employee remain on the seniority list beyond an uninterrupted period of two (2) years 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 9 PERSONNEL REDUCTION

In the event a reduction in force is necessary, the reduction shall proceed in the following order:

- (A) Employees shall be laid off in reverse order of department seniority; the most junior Employees within Company shall be laid off first, without regard to rank or classification.
- (B) In the event that a reduction in force results in the need for a redistribution of Employees from superior ranks to lesser ranks, such reduction in ranks shall be accomplished by reducing in rank those Employees with the least tenure in the affected rank counting from the Employee date of promotion.
- (C) All Employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action, e.g., holidays, vacation, personal leave, retirement, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
- (D) It shall be the policy of the Company to give an Employee at least thirty (30) days notice prior to any lay off. In addition to any severance pay each Employee who is laid off shall be paid for all accrued leave time, including vacation, holiday, personal, and sick leave based on the Employee's total annual salary as of the date of separation.
- (E) Those Employees affected by the 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 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 10 UNIFORMS AND PROTECTIVE EQUIPMENT

SECTION 1:

The Company shall furnish and maintain upon need protective equipment as recommended by the National Fire Protection Association (NFPA) and required by Occupational Safety and Health Administration (OSHA) necessary to preserve and protect the safety and health of Employees at no cost to the Employee.

SECTION 2:

The Company shall furnish the initial set of uniforms including Company approved footwear at no cost to the Employee. New hires will receive the following uniforms for employment:

- Four (4) T-Shirts
- Three (3) Class B short sleeve shirts
- One (1) Class A/B long sleeve shirt
- Three (3) Polo shirts
- Three (3) Work pants
- Three (3) Shorts with pockets
- One (1) Leather belt
- One pair station wear shoes
- One (1) Work jacket
- One (1) Set rain gear
- One (1) Workout shorts
- One (1) Dress coat*
- One (1) Dress slacks*
- One (1) Dress tie*
- One (1) Dress hat with hat badge*
- One (1) Pair dress shoes*
- Two (2) Name plates
- Two (2) Badges
- Applicable collar brass

**These items will be presented to Employees upon completion of their probationary period.*

LABOR AGREEMENT

BETWEEN

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

SECTION 3:

During February of each year, a designee of the Company shall distribute a uniform needs request form to all Employees. The form shall be submitted by all Employees to the designee of the Company via each Employee's supervisor and will constitute a uniform supply request order for that year. The form shall have on it applicable pricing for all items available for request and the Employee will have the option of choosing which items he/she wishes from the list, provided that the sum of the uniform request does not exceed the total maximum allowable expense indicated on the form. The total maximum allowable expense will be determined annually by the Company as the amount required to purchase the following:

- Six (6) T-Shirts
- Two (2) Class A short sleeve shirts
- One (1) Class A long sleeve shirt
- Three (3) Polo shirts
- Four (4) Work pants
- Three (3) Shorts with pockets
- One (1) Leather Belt

In addition, each Employee may request reimbursement upon presentation of a receipt in the amount of up to one hundred dollars (\$100) used for the purchase of footwear.

SECTION 4:

Employees will use their vision insurance to replace or repair eyeglasses. The Company will reimburse an Employee's out of pocket costs incurred to repair or replace eyeglasses damaged or lost during performance of emergency duties. If an Employee does not have their vision benefit available due to the repair or replacement of eyeglasses damaged or lost during performance of emergency duties, the Company will reimburse the Employee's out of pocket costs.

SECTION 5:

A joint labor-management uniform advisory committee shall recommend station wear to the Fire Chief. Bargaining agent may appoint up to three (3) members to this committee.

LABOR AGREEMENT

BETWEEN

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

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 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, including the discipline, discharge, or demotion in rank of any Employee.

SECTION 2: PROCEDURE

STEP 1:

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 Agreement alleged to have been violated, (3) the remedy or adjustment sought and (4) the Employee's signature or if filed by Local 3846, IAFF, the signature of the grievance committee chairman or the Local 3846 President.

An Employee who believes he/or she is aggrieved must file a grievance with Local 3846 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 Committee has ten (10) days upon the committee's receipt of the alleged grievance to determine the grievance's validity. If the Grievance Committee determines that no grievance exists it shall notify the Chief, and no further proceedings will be necessary. Once a grievance exists, the grievance must be presented by the Employee or Local 3846 to the Deputy Chief of Operations. If within ten (10) days of receipt of the grievance by the Deputy Chief of Operations, the grievance is not resolved, it shall advance to step 2 of this procedure. Any grievance filed by Local 3846 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 Grievance Committee in writing to the

LABOR AGREEMENT

BETWEEN

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

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

If within ten (10) days following the completion of Step 2 the grievance remains unresolved, the Union Grievance Committee and the General Manager, 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 mutually agreed to by both parties. If the parties cannot resolve the grievance, it may advance to the next step.

STEP 4: ARBITRATION

If, the grievance is not resolved at step 3, Local 3846 shall have ten (10) days, from the conclusion of the mediation to submit the matter to arbitration. Arbitration will be invoked by the Grievance Committee delivering a letter so stating to the Fire Chief or his /her designated representative.

If a grievance is submitted to arbitration Local 3846, IAFF shall within ten (10) days of notice to proceed to arbitration request a list of seven (7) arbitrators from The American Arbitration Association or the Federal Mediation and Conciliation Service. If the first list of arbitrators is unacceptable to the Company or the Bargaining Agent, either may request within ten days of receipt of the first list, a second list of seven (7) arbitrators. Either the Company or the Bargaining Agent may request a subsequent list of arbitrators within ten days of receipt of the second list, so long as neither the Company nor the Bargaining Agent requests more than two (2) lists of arbitrators. Within fifteen (15) days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual shall serve as the arbitrator. The arbitrator so selected shall through the agency selected, be promptly notified of his / her selection and the parties in agreement with the arbitrator shall select a time, place and date for a hearing of the grievance.

The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement. The arbitrator shall have no jurisdiction or authority to establish provisions of a new Agreement or variations of the present Agreement or to arbitrate away, in whole or in part any provisions or amendments thereof.

LABOR AGREEMENT

BETWEEN

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

(A) With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement.

(B) Within thirty (30) days after conclusion of the hearing the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to Local 3846 and the Company.

(C) The losing party will pay for the cost of the impartial arbitrator. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.

SECTION 3:

The time limits specified in the preceding steps may be extended by agreement of both parties in writing. Failure of Local 3846, IAFF or the Grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the Company to respond within the time limits shall constitute a denial of the grievance and Local 3846, IAFF may proceed to the next step.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 12 HEALTH AND SAFETY

SECTION 1:

The Company and Local 3846, IAFF agree that reasonable fire protection including EMS service is the primary purpose of the Fire Department. In order to provide such protection and service to the community, the Company and Local 3846, IAFF agree to provide a proper level of safety for the Employees and maintain a safe working environment.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 13 LEAVE

SECTION 1: Selection of Off-time

Employees shall schedule all granted vacation and holiday time throughout each year in accordance with current Standard Operating Guidelines. Such selection of vacation days will be based on seniority with the Company. Holidays shall be selected based on rank and will be determined by 1) time in grade, which is defined as the Employee's years of service in a specified rank from his/her promotion, 2) hire date, and 3) birth date, in that order.

Each day three slots shall be made available to Employees for off-time selection during a year. At such time that 50% plus one shift are needed to accommodate scheduling off-time, the number of available slots will be increased to 4, 5 etc.

SECTION 2: Vacation

Paid vacation time shall be earned in accordance with the following schedule:

<u>FULL YEARS OF SERVICE</u>	<u>VACATION</u>
1 but less than 5	6 shifts (144 hrs)
5 but less than 15	9 shifts (216 hrs)
15 or more	12 shifts (288 hrs)

Employees are eligible for vacation after completing 12 full months of employment. Vacation eligibility will be based on the Employee's anniversary date of employment, except for those Employees hired on or after December 15th of any calendar year. For such Employees, January 1, following one year of employment, will be their first eligibility date and their anniversary date for vacation purposes thereafter.

Due to the pre-selection of off-time, Employees who have worked less than one year may take vacation prior to their anniversary date even though the vacation has not yet been earned. Unearned but taken vacation will be deducted from the Employee's final paycheck upon separation.

After one year of service, all vacation time earned by an Employee shall be granted on January 1 of each calendar year. All earned vacation must be taken by December 31 of each year or it is forfeited. Upon separation and/or retirement, the Employee shall be compensated for any vacation time earned,

LABOR AGREEMENT

BETWEEN

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

but not taken. Compensation shall be based on the Employee's hourly rate of pay as defined in Article 14.

SECTION 3: Sick

Sick leave is granted to protect Employees against loss of earnings while absent from work due to personal illness or injury, or illness or injury of an Employee's spouse, child, or parent.

During the first year of employment, Employees shall accrue sick leave at the rate of one shift per full month of service to a maximum of six (6) shifts (144 hours) of sick leave per year. Employees will be granted 6 shifts (144 hours) of sick leave each subsequent year on January 1. Sick leave may be accrued up to a maximum of twenty-six (26) days excluding the current year's accrual and upon separation and or retirement the Employee shall be compensated for unused sick leave up to a maximum of fifteen (15) working days or 360 hours or may donate unused sick time to the catastrophic leave pool. Any Employee with more than twenty-six (26) days of sick time as of 12/31/05, will carry-over their 12/31/05 sick time balance to 2006. Compensation shall be based on the Employee's hourly rate of pay as defined in Article 14. Unused sick time not eligible to be carried over will be automatically contributed to the Catastrophic Leave Pool.

SECTION 4: Holidays

There will be ten (10) paid holidays during the calendar year as follows:

New Year's Day
Easter Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
Floating Holiday (2)

Employees may take holidays any time after approval of the Battalion Chief. Employees may elect to receive pay for up to five holidays (24 hours time 5 days = 120 hours) each year in lieu of taking these five days off. This payment will be made on the pay period closest to December 15th of each year and will be based on the Employee's hourly rate of pay as defined in Article 14. Employees must

LABOR AGREEMENT

BETWEEN

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

notify their Battalion Chief if they elect to be paid for holidays during the time off selection process, and this election cannot be reversed.

Holidays are earned at the time the holiday occurs during the year. Unearned holidays may be scheduled throughout the year. Unearned but taken holidays will be deducted from an Employee's paycheck upon separation. Holidays must be taken by December 31st of each year.

SECTION 5: 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 6: 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 may be granted upon 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 7: Military

Employees who voluntarily attend or are required to attend training periods to maintain their status in a reserve component of the United States armed forces, will be paid their regularly scheduled missed shifts for a period of time not to

LABOR AGREEMENT

BETWEEN

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

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 8: Catastrophic Leave Pool

Annually, Employees may contribute any earned but unused holidays or sick days to the Catastrophic Leave Pool. Contributions to the pool are voluntary. The election to contribute holiday or sick time to the pool is irrevocable and may not be designated for the use of a particular co-worker.

Employees who have a catastrophic illness or injury, or whose spouse or child 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, primary beneficiary 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 twenty (20) shifts, 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 accordance with either the Sick Leave or Funeral Leave guidelines.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 14 WAGES

SECTION 1: SCHEDULE OF WAGES (Effective January 1, 2010):

2010 Hourly Pay Schedule

Rank	EMT - B Rate	4.5% Incentive Rate	5% EMT - I Rate	4.5% Incentive Rate	10% EMT - P Rate	4.5% Incentive Rate
Cadet	\$13.92	\$14.55	\$14.62	\$15.27	\$15.31	\$16.00
FF 1	\$14.62	\$15.28	\$15.35	\$16.04	\$16.08	\$16.81
FF 2	\$15.35	\$16.04	\$16.12	\$16.84	\$16.89	\$17.64
FF 3	\$16.12	\$16.84	\$16.92	\$17.68	\$17.73	\$18.53
FF 4	\$16.92	\$17.68	\$17.77	\$18.57	\$18.62	\$19.45
DO 1	\$18.20	\$19.02	\$19.11	\$19.97	\$20.02	\$20.92
DO 2	\$19.11	\$19.97	\$20.07	\$20.97	\$21.02	\$21.97
DO 3	\$20.07	\$20.97	\$21.07	\$22.02	\$22.07	\$23.07
LT 1	\$20.59	\$21.52	\$21.62	\$22.59	\$22.65	\$23.67
LT 2	\$21.62	\$22.59	\$22.70	\$23.72	\$23.78	\$24.85
LT 3	\$22.70	\$23.72	\$23.84	\$24.91	\$24.97	\$26.09
CPT 1	\$22.54	\$23.55	\$23.67	\$24.73	\$24.79	\$25.91
CPT 2	\$23.66	\$24.72	\$24.84	\$25.96	\$26.03	\$27.20
CPT 3	\$24.84	\$25.96	\$26.09	\$27.26	\$27.33	\$28.56

An Employee's hourly rate of pay, as referenced in other Articles of this Agreement, is defined as the applicable rate in the above Schedule of Wages or any other subsequent Schedule of Wages that supersedes this one.

LABOR AGREEMENT

BETWEEN

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

SECTION 2: REQUIREMENTS FOR EACH POSITION

Firefighter 1 – Twelve months service as a Cadet Firefighter, successful passage of a comprehensive Final Cadet Exam, and removal of Cadet status by The Woodlands Fire Department.

Firefighter 2 – Eighteen months service as a Firefighter 1; and attainment of 2 of the following: Intermediate Firefighter, Instructor I, HazMat Tech, TCFP DO certification, TCFP A-List/B-List course combination: (one A-List course or two B-List courses), 20 college semester hours

Firefighter 3 – Eighteen months service as a Firefighter 1 and possession of EMT-P; or eighteen months service as a Firefighter 2 and attainment of 3 of the following: Intermediate Firefighter, Instructor I, HazMat Tech, TCFP DO certification, TCFP A-List/B-List course combination: (one A-List course or two B-List courses), 20 college semester hours

Firefighter 4 – Eighteen months service as a Firefighter 3; and attainment of 4 of the following: Intermediate Firefighter, Instructor I, HazMat Tech, TCFP DO certification, TCFP A-List/B-List course combination: (one A-List course or two B-List courses), 20 college semester hours

Employees that receive their Rescue System 1 certification prior to December 31, 2005, may use that certification for the purpose of advancement within the Firefighter grade.

Driver Operator 1 – Three years service with TWFD, successful completion of a written, practical and oral examination/interview and placement into the position of Driver Operator

Driver Operator 2 – Eighteen months as a Driver Operator 1 and possession of EMT-P; or eighteen months as a Driver Operator 1 and attainment of 2 of the following: TCFP A-List/B-List course combination: (two A-List courses or four B-List courses; or one A-List course and two B-List courses), Intermediate Firefighter, Instructor II, Structural Collapse Technician, TCFP Fire Officer I certification, 30 college semester hours

Driver Operator 3 – Eighteen months as a Driver Operator 2; and attainment of 3 of the following: TCFP A-List/B-List course combination: (two A-List courses or four B-List courses; or one A-List course and two B-List courses), Intermediate Firefighter, Instructor II, Structural Collapse Technician, TCFP Fire Officer I certification, 30 college semester hours

LABOR AGREEMENT

BETWEEN

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

Lieutenant 1 – Four years service with TWFD (one year as a TWFD Driver Operator preferred), successful completion of a written, practical and oral examination/interview and placement into the position of Lieutenant

Lieutenant 2 – Eighteen months as a Lieutenant 1 and possession of EMT-P; or eighteen months as a Lieutenant 1 and attainment of 2 of the following: TCFP A-List/B-List course combination: (three A-List courses or eight B-List courses; two A-List courses and four B-List courses; one A-List course and six B-List courses), Instructor III, Advanced Firefighter, TCFP Fire Officer II certification, 45 college semester hours

Lieutenant 3 – Eighteen months as a Lieutenant 2; and attainment of 3 of the following: TCFP A-List/B-List course combination: (three A-List courses or eight B-List courses; two A-List courses and four B-List courses; one A-List course and six B-List courses), Instructor III, Master Firefighter, TCFP Fire Officer II certification, Associate Degree, Bachelor Degree

Captain 1 – Possess rank of TWFD Lieutenant. Successful completion of examination/interview process and placement into the position of Captain.

Captain 2 – Eighteen months as a TWFD Captain and attainment of Master Instructor III certification

Captain 3 – Eighteen months as a Captain 2

For the purposes of this section, the following TCFP certifications will not be considered as credit from the A-List or B-List list of courses: Instructor I, Instructor II, Instructor III, Driver Operator, Hazardous Materials Technician, Fire Officer I, Fire Officer II.

SECTION 3: INCENTIVE PAY

Employees who possess or obtain their EMT-Intermediate or EMT-Paramedic certification will receive incentive pay based upon an increase to the EMT-Basic hourly rate for their rank as detailed in the Schedule of Wages in Section 1 of this Article.

The hourly rate of Employees that are assigned by management to special teams positions (HazMat and Technical Rescue) will be the rates detailed in the Schedule of Wages in Section 1 of this Article.

LABOR AGREEMENT

BETWEEN

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

The maximum increase per Employee for special teams assignments will be the amount detailed in the Schedule of Wages in Section 1 of this Article, whether assigned to one or both special teams.

Employees that would like to be considered for team assignment shall complete an examination/interview process. Employees will then be ranked based on their performance and placed on a team eligibility list. A team eligibility list shall be established by November 1, 2006 and remain in effect for twelve months. The eligibility list shall be updated during subsequent years of this Agreement by giving additional examination/interview process on an annual basis. Team appointments shall be made based on the Employee's position on the eligibility list.

SECTION 4: MARKET SURVEY

The Company and Bargaining Agent will meet each year in August 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, Baytown, College Station, Conroe, Flower Mound, Garland, Houston, Lewisville, North Richland Hills, Round Rock, Sugar Land and West University Place. The Texas Municipal League Online Salary Subscription Service shall be the source for gathering and analyzing this wage data. The actual average wages for each of the positions of Firefighter, Driver Operator, Lieutenant and Captain 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 EMT-Basic hourly rates for the ranks of FF2, DO2, LT2 and Captain 2. The EMT-Basic hourly rate for FF2, DO2, LT2, and Captain 2 shall be at least 102% of the average market pay. The difference between grades (FF1 – FF2, FF2 – FF3, etc.) will be at least 5%. It is not the intent of the Company to maintain the same percentage difference between each rank within the department (i.e., Firefighter 4 to Driver Operator 1).

EMT-Basic 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. Applicable increases for EMT certifications and Special Teams Assignments will be applied to the adjusted EMT-Basic hourly rates to derive a revised Schedule of Wages for the purpose of Section 1 of this Article. At no time will hourly rates be decreased as a result of this market comparison.

LABOR AGREEMENT

BETWEEN

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

SECTION 5: PART-TIME FIREFIGHTERS

Part-time firefighters will be paid at the Cadet rate at their time of employment. They will be eligible for increases upon attainment of service and certifications in accordance with this Article.

SECTION 6: WAGE INCREASES

Employees must submit proof of certifications, training and other requirements listed in Section 2 of this article to the Deputy Chief of Training, and request their rank increase to same. Wage increases will be effective on the pay period following submission of proof of requirements to the Deputy Chief of Training.

SECTION 7: SPECIAL CIRCUMSTANCES

Employees who are promoted from Firefighter to Driver Operator or from Driver Operator to Lieutenant or from Lieutenant to Captain will receive at least a 4% promotional increase. Their hourly rate of pay will fall outside the pay matrix, until the Employee is promoted to a Driver Operator 2, Lieutenant 2, or Captain 2. Upon promotion to a Level 2, the Employee will be compensated at the hourly rate listed for Driver Operator 2, Lieutenant 2 or Captain 2.

SECTION 8: NON-SHIFT PAY

Employees may be assigned to work an 8-hour shift and will be paid a different hourly rate from the Schedule of Wages in this Article. An Employee's hourly rate will be multiplied by 2080 and their overtime rate will be multiplied by 840; these amounts will be added together and will provide their annual rate of pay. The annual rate of pay will be divided by 2080 and this amount will be the employee's non-shift hourly rate of pay.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 15 HOURS OF WORK

SECTION 1:

The Employees' schedule will be based on a three platoon system. The normal tour of duty will be a twenty-four (24) hour period beginning at 7:00 a.m. and ending at 7:00 a.m. the following day. The workweek will begin at 7:00 a.m. each Sunday and end at 6:59 a.m. each Sunday.

Bargaining unit employees do not have time off the job for meals or sleep time but eat and sleep on the job while on duty and are subject to and respond to calls during such periods.

SECTION 2:

The Employee's standard weekly schedule shall consist of either three (3) twenty-four (24) hour tours of duty or two (2) twenty-four (24) hour tours of duty according to scheduling requirements.

The standard seventy-two (72) hour week shall consist of three (3) twenty-four (24) hour tours of duty.

The standard forty-eight (48) hour week shall consist of two (2) twenty-four (24) hour tours of duty.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 16

TRADE TIME AND EMPLOYEE SUBSTITUTIONS

With the approval of the Battalion Chief, Employees shall be allowed to trade time. Rank, classification, and EMS certification will be a consideration in the approval process.

All trade times must be submitted and approved a minimum of twenty-four (24) hours in advance of the trade.

Trade time shall be completed as approved by the Battalion Chief (or acting Battalion Chief) but shall not exceed 180 days.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 17 BULLETIN BOARD

SECTION 1:

The Company will allow a suitable bulletin board or space at an agreed upon location in each fire station for use by Local 3846, IAFF. 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.

LABOR AGREEMENT

BETWEEN

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

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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 19 DISCRIMINATION

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, handicap 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 20 SAVINGS CLAUSE / WAIVERS

SECTION 1:

The parties to this Agreement 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 matters may not have been within the knowledge or contemplation of either or both of the parties at 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.

LABOR AGREEMENT

BETWEEN

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

ARTICLE 21 AGREEMENTS INCORPORATED

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

TWFD OG A-07 – Administrative Investigation

TWFD OG A-01 – Overtime *

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

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

** OG A-01 may be removed by mutual consent from this Article if an electronic overtime management solution is implemented*

LABOR AGREEMENT

BETWEEN

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

TERM OF AGREEMENT

SECTION 1

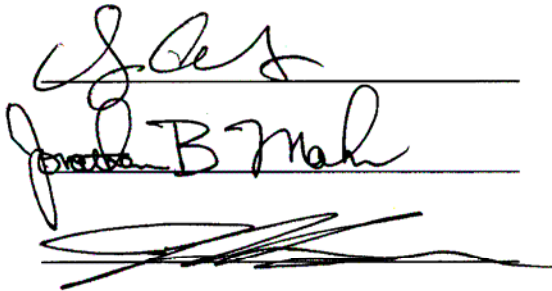
In the event that the parties are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement, all terms of the current Agreement shall remain in full force and effect until replaced by a new agreement.

SECTION 2

This Agreement shall be effective as of the 1st day of January, 2010, and shall remain in effect for a two year period. The expiration date of this Agreement will be the 31st day of December, 2011.

IN WITNESS THEREOF, the parties have executed this Agreement this 26th day of August, 2009.

For the Bargaining Agent



For the Company

