

**Meet and Confer Agreement  
between  
City of Bryan, Texas  
and  
Bryan Firefighters Association,  
International Association of Firefighters  
Local 1204**

**October 12, 2021 through December 31, 2022**

**TABLE OF CONTENTS**

DEFINITIONS.....3

ARTICLE I – PURPOSE OF AGREEMENT.....4

ARTICLE II – RECOGNITION.....5

ARTICLE III – PREEMPTION PROVISION.....6

ARTICLE IV – CIVIL SERVICE RULES.....7

ARTICLE V – NON-DISCRIMINATION.....8

ARTICLE VI – ASSOCIATION RIGHTS.....9

ARTICLE VII – MINIMUM STAFFING.....10

ARTICLE VIII – AGE LIMIT FOR HIRING.....11

ARTICLE IX – HIRING PROCESS.....12

ARTICLE X – PROMOTIONS.....16

ARTICLE XI – REAPPOINTMENT OF FIREFIGHTER.....20

ARTICLE XII – WELLNESS AND FITNESS INITIATIVE.....21

ARTICLE XIII – HEALTH AND SAFETY COMMITTEE.....22

ARTICLE XIV – COMPARABLE CITIES.....23

ARTICLE XV – NOTICES.....24

ARTICLE XVI – SAVINGS CLAUSE.....25

ARTICLE XVII – COMPLETE AGREEMENT CLAUSE.....26

ARTICLE XVIII – MANAGEMENT RIGHTS, NO STRIKE CLAUSE, AND  
FIRE CHIEF APPOINTMENTS.....27

ARTICLE XIX – AMENDMENT.....28

ARTICLE XX – DURATION OF AGREEMENT.....29

SIGNATURE AND EXECUTION PAGE.....30

## **DEFINITIONS**

1. "Agreement" means this Meet and Confer Agreement entered between the City of Bryan, Texas and the Bryan Firefighters Association, IAFF, Local 1204.
2. "Association" means the Bryan Firefighters Association, IAFF, Local 1204, its elected leaders and its collective membership.
3. "City" means the City of Bryan, Texas.
4. "Commission" means the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
5. "Days" mean calendar days unless otherwise specified.
6. "Department" or "Fire Department" means the City of Bryan, Texas Fire Department.
7. "Department head" means the Fire Chief of the City of Bryan Fire Department, an interim or acting Chief of the City of Bryan Fire Department.
8. "Director" means the director of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
9. "Firefighter" means a member of the City of Bryan Fire Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code or who is entitled to civil service status under Section 143.05.
10. "Local Rule" means the Local Rules and Regulations of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
11. "Parties" mean the City of Bryan and the Bryan Firefighters Association, IAFF, Local 1204, collectively. Each shall be referred to individually by the term "Party".

**ARTICLE I**  
**PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement, entered into between the City of Bryan, Texas, hereinafter referred to as “City” and the Bryan Firefighters Association, International Association of Firefighters, Local 1204, hereinafter referred to as “Association” to achieve and maintain harmonious relations between the Parties related to working conditions and other conditions of employment, as provided in Texas Local Government Code, Chapter 143, and not for the purpose of denying local control by the City. This Agreement has been reached by the Parties through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Firefighters.

**ARTICLE II  
RECOGNITION**

In conjunction with Resolution No. 3678 adopted by the Bryan City Council on September 13, 2016, the City of Bryan recognizes the Bryan Firefighters Association, IAFF, Local 1204, as the sole and exclusive bargaining agent for all City Firefighters as that term is defined in the Texas Local Government Code, Subsection 142.110, with the exception of the Department head, and excluding employees of the Bryan Fire Department exempt under Section 142.108(b) of the Texas Local Government Code.

**ARTICLE III  
PREEMPTION PROVISION**

The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Bryan, Texas; and Local Rules. This preemption provision is authorized by Section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise be obtained, in the absence of this Agreement.

**ARTICLE IV  
CIVIL SERVICE RULES**

By entering into this Agreement, the Parties recognize and agree that the provisions of this Agreement shall take precedence over Civil Service law provisions, including the applicable sections of Chapters 142 and 143 of the Texas Local Government Code, or the Local Rules, whenever the provisions of the Agreement specifically addressed them. All other statutory provisions contained in Chapters 142 and 143 of the Texas Local Government Code and the Local Rules, not in conflict herewith, shall remain in full force in the same manner as on the date this agreement became effective.

**ARTICLE V**  
**NON-DISCRIMINATION**

The Association agrees that it shall not interfere with, coerce, or intimidate any Employee into joining the Association. The Association recognizes that no Employee is required to join the Association, but each Employee has the right to choose of his/her own free will as to whether he/she will or will not join the Association.

Applicable federal and state laws shall be applied equally to all employees without discrimination as to sex, race, color, national origin, age, religion, disability, or any other characteristics protected by law.

The City shall not discriminate or retaliate against any Employee for his/her activity on behalf of, or membership in, the Association. As used herein, the term “activity” will include but not be limited to: filing grievances, participating in arbitration hearings, hearings before the City of Bryan Firefighters’ and Police Officers’ Civil Service Commission or other legal proceedings, or participation in political activities.

**ARTICLE VI  
ASSOCIATION RIGHTS**

Section 1 Dues Deduction

- A. Upon receipt of a proper and signed authorization from an Association member and written approval by the Association, the City will deduct from the Association member's pay regular Association dues in the amount set by the Association. The authorization shall be made on a Direct Deposit form supplied by the City's Finance Department. The Association shall notify the City of any change in the amount of the regular dues.
- B. The City will continue to deduct from the Association member's pay, upon receipt of authorization from an Association member and written approval by the Association, the amount specified by the Association member for specific organizations or benefits. The current organizations or benefits are the following:
  - a. Bryan Firefighters Association General Fund
  - b. Bryan Firefighters Association Disaster & Relief Fund
  - c. Bryan Firefighters Association Emergency Assessment

Section 2. Bulletin Boards

The City will allow space on an existing bulletin board or provide space in each station for the Association. Articles placed on such board shall be limited to local, state, or national meeting announcements, legislative reports, safety bulletins, and other types of materials deemed appropriate at the Fire Chief's discretion.

Section 3. Association Representation

All members of the bargaining unit may, at the Chief's discretion, be entitled to have an Association representative present during discussions or meetings that may result in formal discipline under TLGC 143 as amended.

Section 4. Association Business

- A. The Association may schedule special meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained from the Fire Chief in writing 72 hours prior to the meeting.
- B. On-duty firefighters may be involved in Association activities such as meetings or other activities occurring in-house as long as such does not interfere with the discharge of his/her duties or any assignments or violate any of the provisions of this Agreement, as determined by the Fire Chief.

**ARTICLE VII  
MINIMUM STAFFING**

Section 1. Resolution No. \_\_\_\_\_.

The City of Bryan in conjunction with the Bryan Fire Department shall strive to complete the goals outlined within the City of Bryan Resolution No. 3494, Minimum Staffing Goals. The implementation of these minimum staffing goals for the Bryan Fire Department staffing model may be completed by the outlined date of 2023 or sooner, depending on available annual funding.

Section 2. Staffing Levels upon Completing Resolution No. \_\_\_\_\_.

(a) Battalion Chiefs

The goal is to have each battalion chief staffed with an apparatus operator.

(b) Heavy Apparatus

The goal is to have each Engine and Ladder company staffed with four (4) personnel.

(c) Light Apparatus

The goal is to have each medic vehicle staffed with two (2) firefighters and each EMS supervisor vehicle staffed with one (1) lieutenant.

(d) Future Additions

Additionally, and as not provided in Resolution No. 3494, any Heavy Apparatus (Engine Co. / Ladder Co.) newly created during the tenure of this Agreement, shall ideally attempt to maintain a minimum of four (4) member staffing consisting of one (1) lieutenant, one (1) apparatus operator, and two (2) firefighters.

**ARTICLE VIII  
AGE LIMIT FOR HIRING**

The maximum age at which a person may be certified as eligible for a beginning position as a firefighter is age 40. A person may not be hired as a firefighter if the person is age 41 or older on the date of hire.

## ARTICLE IX HIRING PROCESS

### Section 1. Intent

In adopting this article, the Parties agree to allow the City to implement a hiring system for beginning positions in the Department that provide for selection based upon a Written Examination (with additional points if applicable), an Oral Interview Board, and final decision by the Fire Chief. The written examination will be weighted as 20% of the final score for ranking on the final eligibility list; the Oral Interview Board will be weighted as 80%.

### Section 2. Adoption and Publication of Rules

Any Local Rules that may be adopted by the Commission shall be in conformity with the provisions of this article.

### Section 3. Eligibility

Eligibility to become a firefighter will be determined by a candidate's ability to meet the minimum standards and requirements established in Section 143.023(2) Minimum Eligibility Requirements for Firefighters and Section 143.023(4) Cause for Rejection for Firefighters and Police Officers of the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations.

### Section 4. Process

#### (a) Written Examination and Additional Points

The written examination under Chapter 143 of the Texas Local Government Code shall be administered, and the minimum passing grade on the written examination is seventy percent (70%). The candidate characteristics for which additional points shall be added to a passing test score and the point values for such characteristics are as follows:

- Five (5) points shall be added to the examination grade of an applicant who served a minimum of one hundred and eighty (180) active days in the United States Armed Forces and received an honorable discharge.
- Five (5) points shall be added to the examination grade of an applicant who holds a Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression Certification **and** a Paramedic certification or license through the Texas Department of State Health Services.
- Three (3) points shall be added to the examination grade of an applicant who holds a Paramedic certification or license through the Texas Department of State Health Services.

Five (5) points is the maximum cumulative number of additional points allowed to be added to a candidate's passing test score for any combination of such characteristics.

In the event a tie should occur, the process to break a tie will follow Section 143.025 Entrance Examinations as stated in the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations. A passing grade on the written examination may permit the applicant to proceed to the next step(s) in the hiring process. The written examination grade, plus any additional points, will be weighted as 20% of the final score to determine the ranking for an eligibility list for hiring.

An initial eligibility list will be completed ranking applicants in order of the highest combined exam score (including additional points) to the lowest. The list then will be broken into four (4) pools or groups each representing 25% of the applicants ranked on the initial eligibility list. It will be at the discretion of the Department head to determine how many pools will move to the next steps to create a final eligibility list. It will also be at the discretion of the Department head to modify the percentage of the initial pool(s) if necessary for more efficient processing of applicants in relation to the number of vacancies, business need, etc.

(b) Fitness and Task Proficiency Assessment

After the Department head determines an applicant pool eligible to move forward through the process, the applicant will proceed through the Fitness and Task Proficiency Assessment in accordance with Section 143.023 Eligibility for Beginning Position in the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations. If the applicant fails the Fitness and Task Proficiency Assessment, the applicant will be disqualified from any further consideration in the hiring process. If an applicant passes the Fitness and Task Proficiency Assessment, the applicant will proceed to the next phase, which is the Background Investigation and Behavioral Personnel Assessment Device (B-PAD).

(c) Background Investigation and Behavioral Personnel Assessment Device (B-PAD)

From the list of applicants who passed the Fitness and Task Proficiency Assessment, those applicants shall proceed to the next step in the process. After the Department head determines an applicant eligible to proceed through the process, the applicant will proceed through the Background Investigation and B-PAD in accordance with Section 143.023 Eligibility for Beginning Position in the City of Bryan's Firefighters' and Police Officers' Civil Service Commission Rules and Regulations. If an applicant does not pass the Background Investigation and B-PAD, the applicant will be disqualified from any further consideration in the hiring process. If an applicant passes the Background Investigation and B-PAD, the applicant shall be eligible to proceed to the Oral Interview Board.

Section 5. Oral Interview Board

(a) Oral Interview Board

The Department head shall establish an Oral Interview Board made up of an assigned seven (7) Board members. Two (2) Board members shall be assistant chiefs from the Department; one (1) Board member shall be a battalion chief from the Department; one (1) Board member shall be a lieutenant from the Department; one (1) Board member shall be an apparatus operator from the Department; one (1) Board member shall be a firefighter from the Department; and one (1) Board member shall be an Executive Board Member of the Association.

Once the oral interview process begins, only the assigned Board members may be used throughout the process, unless a member must be excused. In the event an assigned Oral Interview Board Member must be excused, the member will be replaced; however, the Board shall retain the required makeup as defined above.

(b) Interview and Rating System

The Oral Interview Board will interview eligible applicants from the pool(s) selected by the Department head and determined by the preceding steps in this article.

Each Candidate will be rated in the following ten (10) categories:

1. Decision Making
2. Problem Analysis/Solving
3. Technical/Professional Knowledge
4. Oral Communication Skills
5. Interpersonal Skills
6. Appearance/Demeanor/Bearing
7. Judgment
8. Dependability
9. Self-Motivating
10. Integrity/Work Ethic/Character

Each member of the Oral Interview Board will assign an applicant a score from zero (0) to ten (10) points. All scores by the Oral Interview Board shall be within three (3) points of one another per category. The total score per interview board member stands alone as long as the 3-point rule is met in each individual category. Candidates scoring 0-3 in any category are considered less suitable to be hired as firefighters for that category. Candidates scoring 4-7 in any category are considered suitable to be hired as firefighters for that category. Candidates scoring 8-10 in any category are considered more suitable to be hired as firefighters for that category. The overall total for each Board member shall equal the sum of all scores in each category. The total score may range from 0 to 100 per Board member. All Oral Interview Board members' scores shall be added together for the candidate's final score, which may range from 0-700.

Nothing in this Article shall prevent the City, including the Oral Interview Board, from complying with Equal Employment Opportunity Commission (EEOC) regulations and/or guidelines, nor shall this Article be interpreted to create a private right of action to an EEOC discrimination claim.

Any candidate needing a reasonable accommodation to complete a step in the process will be afforded an opportunity to request that accommodation from the Human Resources Director. The Human Resources Director or designee will grant or deny the request.

#### Section 6. Final Eligibility List

Upon completion of the Oral Interview Board, a final score will be given to each candidate, still in the process, calculated by the 20% weighted written exam and 80% of the Oral Interview Board score. Processed candidates will be ranked on the Final Eligibility List in order of this final score. In the event of a tied score, the tiebreaker will be based on candidates' written examination raw scores. If still tied after raw scores, the applicants shall be ranked in the order according to which person has the higher certification level as a firefighter through the Texas Commission on Fire Protection. If still tied after certification levels, the candidates shall be ranked in the order by lot as determined by the Civil Service Director.

When a vacancy occurs, the Department head shall appoint the eligible suitable applicant having the highest final overall score on the Final Eligibility List unless the Department head has a valid reason for not appointing the person. Each hiring eligibility list remains in existence for one (1) year after the written examination, unless the list is exhausted before that time.

If the Final Eligibility List resulting from the processed pool of applicants is not sufficient to the employment needs of the Department, or the list is exhausted prior to its one (1) year existence, the

Department head shall process the next pool(s) to create an additional Final Eligibility List. At no time will applicants from later processed pools be ranked higher than the initial processed pool(s).

Section 7. Probationary Period

All new hires or rehires will serve a probationary period from the date of hire and one (1) year following being commissioned as a Bryan Firefighter. During the probationary period, a probationary employee may be terminated without Civil Service appeal rights. Upon completion of the probationary period, the employee will have full Civil Service protection, except as modified or abridged by this Agreement.

Section 8. Disqualification

In the event an applicant is disqualified at any point in the hiring process, the Department head shall clearly set forth in writing the good and sufficient reason a person was disqualified.

Section 9. Statutory Override

This article supersedes the following sections of the Texas Local Government Code to the extent the article may be in conflict with any of these sections: Section 143.025(a) to account for an Oral Interview Board to be administered to certain applicants who meet the hiring process criteria under the rules implemented in accordance with this Article and to establish the final eligibility list based on the Written Examination and Oral Interview Board as outlined in this article; Section 143.025(b) to base the final eligibility list on the final overall score from the Written Examination and Oral Interview Board as outlined in this article.

## **ARTICLE X PROMOTIONS**

### **Section 1. Intent**

The Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties agree including an Assessment Center component to the promotional process improves the selection process and provide candidates an opportunity to display skills and abilities that serve as additional good indicators they will perform successfully in the position(s) of Fire Apparatus Operator, Fire Lieutenant, Deputy Fire Marshal Lieutenant, Fire Battalion Chief, Deputy Fire Marshal Battalion Chief, Assistant Chief, or Fire Marshal.

### **Section 2. Promotional Process**

- (a) The promotional process will consist of two parts:
  - 1. A written examination, as defined in this article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional process;
  - 2. Participation in an Assessment Center.
- (b) The minimum passing score on the written examination is 70 percent.
- (c) The Civil Service Commission (Commission) shall adopt rules governing the promotional process and promotional eligibility lists in accordance with this article for promotions into positions of Fire Apparatus Operator, Fire Lieutenant, Deputy Fire Marshal Lieutenant, Fire Battalion Chief, Deputy Fire Marshal Battalion Chief, non-appointed Assistant Chief, or Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty, which may include using only the written examination for each candidate for one hundred percent (100%) of all promotional candidates' final scores. If a written examination is offered to an active military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written portion of the promotional process. If the active military candidate does not receive a minimum passing score, the other candidates who passed the written examination will be required to participate in the Assessment Center as required by this article.

### **Section 3. Selection of Assessment Center Consultant**

The Parties may convene prior to an Assessment Center process to provide input regarding the selection of a consultant to prepare and administer the Assessment Center portion of the Promotional Process.

The Parties may convene to evaluate an Assessment Center process at its conclusion.

The Parties may convene to amend the promotional process by mutual agreement with approval from the Commission.

### **Section 4. Written Examination**

- (a) The term "written examination" in this article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. The promotional candidate's score on the written examination shall constitute the candidate's written score.

- (b) For a promotional candidate applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, fifty percent (50%) of a promotional candidate's composite score will be based on the written score.
- (d) For a promotional candidate applying for the Assistant Chief or Fire Marshal classification, forty percent (40%) of a promotional candidate's composite score will be based on the written score.

**Section 5. Assessment Center**

- (a) For a promotional candidate applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, forty percent (40%) of a promotional candidate's composite score will be based on an Assessment Center.
- (b) For a promotional candidate applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, fifty percent (50%) of a promotional candidate's composite score will be based on an Assessment Center.
- (c) For a promotional candidate applying for the Assistant Chief or Fire Marshal classification, sixty (60%) percent of a promotional candidate's composite score will be based on an Assessment Center.
- (d) In the event the number of candidates qualified after the written examination equals the number of positions available for the current promotional process, the promotional candidates may voluntarily choose to waive his/her right to the Assessment Center process. In such situations, ALL candidates must unanimously agree to the voluntary waiver. If so, the parties mutually agree to utilize the **“WAIVER OF RIGHT TO ASSESSMENT CENTER PROCESS”** form provided by the City. If all candidates do not agree to waive the Assessment Center, then it will proceed as set forth.

**Section 6. Procedure for Making Promotional Appointments**

- (a) For promotional candidates applying for the Apparatus Operator, Fire Lieutenant, or Deputy Fire Marshal Lieutenant classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score}$

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

- (b) For promotional candidates applying for the Fire Battalion Chief or Deputy Fire Marshal Battalion Chief classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .50 to account for fifty percent (50%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 50\%) + (\text{Assessment Center Score} \times 50\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score}$

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

- (c) For promotional candidates applying for the Assistant Chief or Fire Marshal classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 40\%) + (\text{Assessment Center Score} \times 60\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score}$

- The Parties mutually agree the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

## **Section 7. Effect of an Eligibility List Created Under this Article**

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect until its exhaustion or expiration. Any promotional eligibility list created under this article will take effect upon the exhaustion or expiration of any eligibility list in existence on the effective date of this Agreement.

## **Section 8. Appeal**

### **(a) Written Examination**

A promotional candidate may appeal the multiple choice written examination under Section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

### **(b) Assessment Center**

A promotional candidate may not appeal or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score, if they are not appointed by the Department head.

**Section 9. Statutory Override**

This article supersedes the following sections of the Local Government Code: sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for an Assessment Center process as part of the promotional process and posting of the Assessment Center; section 143.032(f) to provide for more flexibility for the timing of scoring; section 143.032(g) to provide for a consultant to administer an Assessment Center as part of the promotional process; section 143.033(a) to provide for scoring of the Assessment Center component outside the presence of the promotional candidates; section 143.033(c) to provide for an Assessment Center score as part of the promotional process so the score is not based solely on the written examination; section 143.033(d) to provide for more time to compute and post the scores of the eligibility list; section 143.034 to provide for an Assessment Center and preclude appeal except for fraud; sections 143.036 (a), 143.036(b), and 143.036(h) to provide for the promotional process in accordance with this article; and section 143.037 to allow the information to be maintained in multiple records retained in the Civil Service files.

**ARTICLE XI**  
**REAPPOINTMENT OF FIREFIGHTER**

A firefighter who voluntarily resigns from the City of Bryan Fire Department may be reappointed as a firefighter with the Department without taking another entrance examination or being placed on an eligibility list. Reappointment of a firefighter is at the discretion of the Fire Chief and final approval by the City Manager.

(a) The former firefighter shall submit a written request to be reappointed, within twenty-four (24) months from the date of separation, to the Fire Chief, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment may not appeal his/her rejection.

(b) Prior to recommending reappointment of a former firefighter to the Department, the Fire Chief may review the candidate's past performance records, conduct a background investigation, require appropriate alcohol and drug tests, and require any other portion of the employment process he/she deems appropriate.

(c) A candidate for reappointment shall successfully complete the physical fitness and physical ability test.

(d) Upon receiving an offer of reappointment, the candidate shall pass a medical and psychological examination prescribed by the City.

(e) A candidate for reappointment shall fully meet the requirements of the Texas Commission on Fire Protection Personnel Standards and Education.

(f) A candidate for reappointment may be appointed regardless of the availability of an eligibility list. A candidate for reappointment has priority over candidates on an eligibility list.

(g) In addition to the reasons for rejection listed in Section 143.023 of the Civil Service Commission Rules and Regulations, a candidate for reappointment may be rejected for reasons related to previous work performance as a firefighter in the Bryan Fire Department.

(h) Any candidate reappointed to the Bryan Fire Department shall serve a one (1) year probationary period and prior service shall not count toward service for promotional eligibility.

(i) The candidate's years of prior service may be counted to determine placement in the salary step system.

(j) The candidate's years of prior service shall not count for determining vacation eligibility and rate.

(k) Age limitations, as provided under Section 143.023(b), do not apply to reappointments under this provision.

**ARTICLE XII**  
**WELLNESS AND FITNESS INITIATIVE**

The Fire Department shall develop and implement a Wellness and Fitness Initiative Program to align with, as much as fiscally feasible, the recommendations of the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative. The City Manager has final approval of the program and costs of the program. The program will be a voluntary, non-punitive program; provided however, that prior to beginning the program, each employee must have taken the annual Fire Department physical examination and received a written evaluation from the appointed physician. The program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed, educational in-service training and written materials on wellness topics, and quarterly and annual group and individual achievement awards.

The Fire Department will establish an adequate number of peer fitness trainers to provide reasonable access to participants.

**ARTICLE XIII**  
**HEALTH AND SAFETY COMMITTEE**

The Fire Department shall establish an internal Health and Safety Committee to which the Chief will appoint seven (7) members with at least four (4) being members from the Association. With a minimum of one (1) week prior notice to all members, the Health and Safety Committee shall meet at least twice a year and make recommendations to reduce and eliminate the most frequent and costly occupational injuries, and to study and review matters relating to health and safety equipment. Committee recommendations shall be furnished in writing to the Fire Chief and to the Association. Such recommendations may provide the basis for improvements in safety practices, procedures, and equipment.

To enhance health and safety initiatives and to diminish hazardous or unsafe work conditions, the Committee may:

- Periodically inspect Fire Department facilities and apparatus, protective equipment, protective clothing, and work methods and conditions, including training procedures.
- Recommend and develop a systematic medical testing program for potential work-related illnesses and/or disabilities.
  - Review and make written recommendations of the systematic testing program six (6) months after the establishment of such program and every twelve (12) months thereafter.

**ARTICLE XIV  
COMPARABLE CITIES**

The City and Association agree the below eight (8) cities are the only cities to be used as comparable cities for the salary survey to be conducted each year of this Agreement.

Baytown  
Carrollton  
College Station  
Georgetown  
New Braunfels  
Round Rock  
San Marcos  
Sugar Land

**ARTICLE XV  
NOTICES**

Notices under this Agreement shall be served to the City or the Association by certified mail, return receipt requested, and/or by email to the City and Association at the following respective addresses (or such other address as such party may subsequently designate in writing):

City:  
City Manager  
City of Bryan  
Post Office Box 1000  
Bryan, Texas 77805  
kregister@bryantx.gov

Association:  
President, Bryan Firefighters Association  
Post Office Box 2340  
Bryan, Texas 77806  
djbuford04@gmail.com

**ARTICLE XVI**  
**SAVINGS CLAUSE**

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason(s) of the invalidity of any other portion or provision.

**ARTICLE XVII**  
**COMPLETE AGREEMENT CLAUSE**

The Parties agree that each Party has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meet and confer negotiations. This Agreement constitutes the full and complete Agreement of the Parties and there are no other agreements, oral or written, except as specified in this Agreement.

**ARTICLE XVIII**  
**MANAGEMENT RIGHTS, A NO STRIKE CLAUSE, AND FIRE CHIEF APPOINTMENTS**

Section 1. Management Rights

The parties understand and agree the City, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapters 142 and 143 of the Texas Local Government Code.

Section 2. No Strike Clause

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whoever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City. The City shall not lock out any employee.

Section 3. Fire Chief Appointments of Deputy Chief and Assistant Chief

There shall be two authorized positions in the classification immediately below department head - Deputy Fire Chief and Assistant Fire Chief. The position of Assistant Fire Chief will rank immediately above the position of Battalion Chief and rank below the position of Deputy Fire Chief in the chain of command. The Fire Chief may appoint a single Deputy Fire Chief and appoint two (2) of the four (4) Assistant Fire Chiefs. The remaining two (2) Assistant Fire Chiefs, and any additional Deputy Fire Chief or Assistant Chief positions in the future, shall be filled utilizing the outlined testing and assessment process in Article X of this agreement. At any time the City of Bryan chooses to dissolve/reclassify either the Deputy Fire Chief or Assistant Fire Chief position(s), it shall be from an appointed position and not from a tested position.

Any person appointed to such a position must meet the following conditions for eligibility:

- A.** Meet the requirements for appointment to the classification immediately below that of department head prescribed by Section 143.014(e) of the Texas Local Government Code.
- B.** Qualified members of the Department, if interested, shall request an interview by submitting a letter of intent and resume to the Fire Chief.
- C.** Complete a formal interview and receive approval by a committee consisting of members from various City of Bryan departments chosen by the Fire Chief, and a member of the Association's Executive Board chosen by the Association.

A person appointed under this Article serves at the pleasure of the Fire Chief and, notwithstanding any other provision of this Agreement or Civil Service statutes, all wages, hours, and other conditions of employment regarding the Deputy Fire Chief position shall be subject to change or creation by the Fire Chief in his sole, unfettered discretion. All wages, hours, and other conditions of employment regarding the appointed Assistant Fire Chief position shall mirror the tested Assistant Fire Chief (non-appointed) positions. Any reclassification of appointed positions will

be discussed with the Association's Executive Board at least thirty (30) days prior to implementation.

Any person appointed to either position may voluntarily demote or return, at any time, to the classification from which they promoted. Upon voluntary demotion or return to the previously held classification, the person retains all rights of seniority in the Department.

A person who is removed from the position by the Fire Chief shall be reinstated in the same classification, or its equivalent, the person held before appointment. The person retains all rights of seniority in the Department. No authorized positions in the Department shall be eliminated in order to create this position.

If a person appointed under this Article is charged with an offense in violation of Civil Service rules and is indefinitely suspended by the Fire Chief, the person has the same rights and privileges of a hearing before the City of Bryan's Civil Service Commission in the same manner and under the same conditions as a classified tested employee. If the City of Bryan's Civil Service Commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded and overturns the indefinite suspension, the person shall immediately be restored to the same classification, or its equivalent, the person held before the appointment. The person retains all rights and privileges of the prior position according to seniority and shall be repaid for any lost wages, as determined by the Civil Service Commission, hearing examiner, or appropriate court.

Upon the changing of the Fire Chief, all appointed positions shall be reviewed within the first one-hundred and eighty (180) days in office.

**ARTICLE XIX  
AMENDMENT**

The Parties may amend any part of this Agreement at any time during the term of the Agreement by mutual consent. Any amendments to this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective Parties. All amendments shall be ratified in the same manner as provided by State law for original ratification.

**ARTICLE XX**  
**DURATION OF AGREEMENT**

Section 1. Term of Agreement

This Agreement shall become effective upon ratification by the Association and passage of a Resolution indicating approval by the Bryan City Council, in accordance with Section 142.114, Texas Local Government Code. This Agreement shall remain in full force and effect until December 31, 2022, and may be extended thereafter until superseded by a new agreement or until December 31, 2023, whichever occurs first.

Section 2. Additional Option Year

This Agreement may be extended by mutual agreement. An initial meeting will be held no later than June 1, 2022, to discuss possibly extending this Agreement by one (1) year. A decision shall be reached by September 30, 2022, to extend the agreement, including City Council formal approval, or negotiations for a new agreement will move forward.

Upon mutual agreement to extend this Agreement, all provisions of this Agreement will remain in full force and effect, subject to the provision of this Article, during the additional year of the Agreement, which will end on December 31, 2023.

Section 3. Notice and Renegotiation

The City and the Association shall begin negotiations by June 1<sup>st</sup> of the final year of the Agreement, unless otherwise mutually agreed in writing by both Parties.

Section 4. Extension for Successor Agreement

If the Parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, then the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during a period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

**SIGNATURE AND EXECUTION PAGE**

**THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

**THE CITY OF BRYAN, TEXAS**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Andrew Nelson  
Mayor

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Kean Register  
City Manager

**ATTEST:**

\_\_\_\_\_  
Mary Lynne Stratta  
City Secretary

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Giusti  
Fire Chief

\_\_\_\_\_  
Thomas Leeper  
Interim City Attorney

**THE BRYAN FIREFIGHTERS ASSOCIATION, IAFF, LOCAL #1204**

Ratified by BFFA Membership on the \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Daniel Buford  
President, BFFA - IAFF Local #1204

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Landon Bissett  
Secretary, BFFA - IAFF Local #1204