

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

**January 1, 2026 through December 31, 2029**

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## DEFINITIONS

1. "Administrative Division" refers to sworn fire department personnel assigned to a forty (40) hour work schedule. This includes, but is not limited to, administratively assigned or tested Firefighters, Operators, Lieutenants, Assistant Chiefs, and Deputy Chiefs.
2. "Agreement" means this Meet and Confer Agreement entered between the City of Bryan, Texas and the Bryan Firefighters Association, IAFF, Local 1204.
3. "Association" means the Bryan Firefighters Association, IAFF, Local 1204, its elected leaders and its collective membership.
4. "Association Official" means an Association elected leader who serves on the Association executive board.
5. "City" means the City of Bryan, Texas.
6. "Commission" means the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
7. "Company Officer" under this Agreement is one rank below that of Battalion Chief and one rank above Apparatus Operator. Under the Bryan Fire Department rank structure, the responsibilities and daily duties of a Lieutenant are interchangeable with the rank of Captain, a rank found in comparable cities.
8. "Days" mean calendar days unless otherwise specified.
9. "Department" or "Fire Department" means the City of Bryan, Texas Fire Department.
10. "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.
11. "Director" means the director of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
12. "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.
13. "Fire Marshal's Division" refers to sworn fire department personnel assigned to the organizational unit responsible for fire prevention, code enforcement, fire investigation, life safety education, and fire/life safety inspections.
14. "Local Rule" means the Local Rules and Regulations of the City of Bryan Firefighters' and Police Officers' Civil Service Commission.
15. "Operations Division" refers to sworn firefighting personnel assigned to fire suppression and emergency medical services duties based on a fifty-six (56) hour work schedule. This is to include any future separation of Firefighting and EMS roles.
16. "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, Subchapter C., Sections 142.101 et seq., 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 that 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 address 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  
MANAGEMENT RIGHTS, NO STRIKE CLAUSE, FIRE CHIEF APPOINTMENTS, AND FIRE  
SPECIALIST**

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 Texas Local Government Code Chapters 142 and 143.

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 (2) 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 Department Head 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 XIII 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 requirements for appointment to the classification immediately below that of Department Head prescribed by Section 143.014(e) of the Texas Local Government Code.

While all candidates will be evaluated on their overall merit and potential to succeed in the position, ideal appointees will demonstrate qualifications with emphasis in the following areas:

- **Operational Experience:** Prior service as a Company Officer within the Operations Division is considered beneficial, particularly for its contribution to leadership development, incident management capabilities, and operational insight.
- **Education:** Academic coursework or degree completion in fields relevant to fire service administration and strategic operations, such as fire science, public administration, or emergency management, is encouraged. Preference may be given to candidates holding an associate's, bachelor's, or higher degree.
- **Certifications:** Possession of valid and current certifications appropriate to the rank and scope of the position, as recognized by the Texas Commission on Fire Protection (TCFP) and/or the Texas Department of State Health Services (DSHS), is considered advantageous.

**Grandfather Clause:** All personnel employed in relevant classifications prior to the effective date of this contract shall be considered to have met the above qualifications for the purposes of continued service and eligibility under this agreement.

A. If interested, qualified members of the Fire Department shall request an interview by submitting a letter of intent and resume to the Department Head.

B. Complete a formal interview and receive approval from a committee consisting of members from various City of Bryan departments chosen by the Department Head, and a member of the Association's Executive Board chosen by the Association and approved by the Department Head.

A person appointed under this Article serves at the pleasure of the Department Head 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 Department Head in his/her 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 person appointed to either position may voluntarily demote or return, at any time, to the classification from which they were 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 Department Head 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 Department Head, 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 Department Head, all appointed positions shall be reviewed within the first one-hundred and eighty (180) days in office.

#### Section 4. Fire Specialist

Subsection 1. There shall be up to five (5) assigned positions available serving at the pleasure of the Department Head in any division within the Department. These positions shall serve a one-year term and be reviewed for extension annually or until their special assignment is completed. These assigned positions will not come with a Civil Service Rank, but a Special Assignment Classification. No authorized positions in the Fire Department shall be eliminated to create this position.

Subsection 2. A person appointed under this section serves at the pleasure of the Department Head. All hours and other conditions of employment regarding the Fire Specialist position shall be subject to

change or creation in the Department Head's sole discretion. Wages will be at the rate of the Civil Service Rank directly above the position prior to assignment, not to exceed the Battalion Chief Rate.

Subsection 3. Any person assigned may voluntarily return to the position that the person originally held at the time of assignment. The person retains all rights of seniority in the Department and will return to the wage rate possessed prior to assignment.

Subsection 4. A person removed from the position by the Department Head shall be reinstated in the Department and placed in the same classification held before the appointment. The person retains all rights of seniority in the Department and will return to the wage rate possessed prior to the assignment

Subsection 5. If a person appointed under this section is charged with an offense in violation of Civil Service rules and indefinitely suspended by the Department Head, the person has the same rights and privileges of a hearing before the City's Civil Service Commission in the same manner and under the same conditions as a classified employee. If the City's Civil Service Commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or unfounded, the person shall immediately be restored to the same classification, or its equivalent, held before the appointment. The person has all the rights and privileges of the prior position according to seniority and shall be repaid for any lost wages.

Subsection 6. Upon the changing of the Department Head, all assigned positions will be reviewed within the first one-hundred and eighty (180) days.

**ARTICLE VII  
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 Department Head's discretion.

Section 3. Association Representation

All members of the bargaining unit shall be entitled to have an Association representative present pertaining to written reprimand, suspensions, or other disciplinary matters in any discussion or meeting with a Chief Officer, Fire Marshal, or other members of City Management, that may result in formal discipline under Texas Local Government Code Chapter 143, as amended, after a notice of complaint has been served. The Association shall furnish a list of Association representatives and alternates on each shift, as well as the principal officers of the Association who are authorized to act as Association representatives for the purpose of this article.

Section 4. Association Business

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 Department Head in writing seventy-two (72) hours prior to the meeting.

On-duty Firefighters may be involved in Association activities such as meetings or other activities 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 Department Head.

**ARTICLE VIII  
ASSOCIATION BUSINESS**

Employees who are Association Officials may request time off without loss of pay to conduct Association business, excepting political activity, if a replacement at the discretion of the Department Head or designee has been arranged. The time will be documented as hours worked for the official using Association business leave, while the arranged replacement will be eligible for overtime.

All Association business leave will be requested in writing to the Association President and submitted forty-eight (48) hours in advance for consideration by the Department Head or designee.

**ARTICLE IX  
PUBLIC CONFIDENCE**

By the end of the first quarter of each calendar year, the Association will internally review its policies and practices to ensure its membership does not erode confidence in the Fire Department, City Management, and especially the public.

**ARTICLE X**  
**FISCAL RESPONSIBILITY**

Except in Meet and Confer negotiation years, funding requests from the Association shall be presented exclusively to the Department Head in order to ensure fiscal responsibility and compliance with budget constraints.

**ARTICLE XI**  
**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 XII 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 Department Head. The written examination will be weighted as 40% of the final score for ranking on the final eligibility list; the Oral Interview Board will be weighted as 60%.

It shall be the responsibility of the Department Head or Designee to ensure timely processing and communication with each applicant regarding their application status, progress through the selection process, and final outcome.

### Section 2. Adoption and Publication of Rules

Any Local Rules that the Commission may adopt shall conform to 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 Texas Local Government Code Section 143.023(d) and Texas Local Government Code 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(s) and Additional Points

The Bryan Fire Department may administer separate written entrance examinations for certified and non-certified applicants, with each examination generating its own eligibility list. This structure ensures applicants are evaluated according to their certification status at the time of testing, allows expedited hiring of certified personnel to meet immediate staffing needs, and maintains a pipeline of non-certified candidates for entry into the department's academy.

The Bryan Fire Department may administer one (1) or more **separate written entrance examinations** annually for beginning positions, with each examination generating its own initial eligibility list:

#### **1. Non-certified or partially certified applicants**

Individuals who, by the posted sign-up deadline for the entrance examination, **do not possess** or are **not fully certified** by the Texas Commission on Fire Protection (TCFP) as an **active Firefighter** and **EMT-Basic**.

#### **2. Certified applicants**

Individuals who, by the posted sign-up deadline for the entrance examination, are **fully certified** by the Texas Commission on Fire Protection as an **active Firefighter** and possess a minimum certification as an **EMT-Basic**.

The written examination(s) 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 final, accumulative score 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 final, accumulative score 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 final, accumulative score of an applicant who holds a Paramedic Certification or license through the Texas Department of State Health Services.
- Three (3) points shall be added to the final, accumulative score of an applicant who holds a Texas Commission on Fire Protection Basic (or above) Structure Fire Suppression Certification and an EMT-Basic Certification or license through the Texas Department of State Health Services.

Ten (10) points is the maximum cumulative number of additional points allowed to be added to a candidate's final, accumulative score for any combination of additional points criteria.

In the event a tie should occur, the process to break a tie will follow Texas Local Government Code 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 will be weighted as 40% of the final score to determine the ranking for the **final** eligibility list for hiring.

An **initial** eligibility list will be completed ranking applicants in order of the highest exam score to the lowest on each examination.

(b) Fitness and Task Proficiency Assessment

After the Department Head has established an initial eligibility list to move forward through the process, the applicant will proceed through the Fitness and Task Proficiency Assessment. 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.

A **secondary** eligibility list for applicants on each examination will be completed after the Fitness and Task Proficiency Assessment. Each list then will be broken into four (4) pools or groups each representing 25% of the applicants ranked on any initial eligibility list. It will be at the discretion of the Department Head to determine how many pools, and from which list, 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. From the list of applicants who passed the Fitness and Task Proficiency Assessment, those applicants shall proceed to the next step in the process of completing a personal history statement and/or background questionnaire.

(c) Background Investigation

After the Department Head determines an applicant's pool is eligible to proceed through the process, the applicant's personal history statement and/or background questionnaire will be processed and reviewed, from which a background investigation will be conducted. If an applicant does not pass the background investigation, the applicant will be disqualified from any further consideration in the hiring process. If an

applicant passes the background investigation, 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 approved by the Department Head or his designee.

- One (1) Board member shall be selected from the command staff;
- one (1) Board member shall be an active-duty member of the Fire Department of any rank;
- one (1) Board member shall be a Battalion Chief from the Department;
- one (1) Board member shall be a Company Officer 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 selected by 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.

If one of the seven (7) Board members cannot be filled because of availability, the Department Head shall choose a replacement. The Department Head shall select a replacement that is representative of the above-described interview board member makeup. If a like position is unavailable, the replacement shall be an active-duty member of the Fire Department of any rank.

If there are any disagreements during the interview process, those disagreements will be brought to the Department Head for a final decision.

##### (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. Communication Skills
5. Interpersonal Skills
6. Appearance/Demeanor/Bearing
7. Judgment
8. Dependability
9. Self-Motivating
10. Integrity/Work Ethic/Character

The Oral Interview Board members shall adhere to the following definitions of categories and guidelines in rating each candidate:

### **Decision Making**

Ability to make decisions, render judgment, take action or commit one's self to a course of action.

Behaviors that demonstrate Decision Making/Decisiveness:

- Making concrete suggestions
- Agreeing/disagreeing with suggestions made
- Choosing a course to follow
- Making a decision
- Indicating consequences (future decisions)
- Remaining firm when challenged
- Making specific recommendations
- Defending proposals
- Avoiding procrastination

### **Problem Analysis/Solving**

Ability to identify, study, and solve problems through the assessment of relevant information.

Behaviors that demonstrate skills in Problem Analysis/Solving:

- Collecting and reviewing all available relevant information
- Attending to details
- Identifying related items and issues
- Tracking events in time
- Tracking location of events
- Interpreting data
- Securing additional information
- Assimilating new information into existing framework

### **Technical/Professional/Knowledge**

Possessing relevant job knowledge to perform the job. Maintaining current certifications and keeping up with latest skills or trends.

Behaviors that demonstrate Technical/Professional Knowledge:

- Achieving and maintaining certifications
- Basing a course of action on information learned through training or education
- Motivated to use, expand, or share work-related knowledge and skills
- Making appropriate decisions based on knowledge acquired on the job

### **Communication Skills**

Ability to communicate effectively in individual and group situations (including gestures and non-verbal communication).

Behaviors that demonstrate Communication Skills:

- Speaking clearly with appropriate tone, rate and volume
- Using language and grammar suited to the listener(s)
- Displaying enthusiasm and confidence
- Maintaining eye contact with the listener(s)
- Using appropriate non-verbal language
- Organizing thoughts before speaking

- Avoiding unnecessary repetition
- Avoiding mannerisms that distract from the communication
- Allowing others to finish speaking before responding

### **Interpersonal Skills**

Ability to interact with other persons in a fair, consistent and impartial manner to achieve desired results; perceiving and reacting to the needs of others.

Behaviors that demonstrate skills in Interpersonal Skills:

- Demonstrating a genuine interest in other persons
- Treating people as he/she would like to be treated
- Handling problems in a manner that shows sensitivity for the feelings of others
- Interacting with others without arousing antagonism
- Identifying the impact of decisions on others
- Functions as part of a “team” to achieve goals and objectives
- Knowing when to be flexible
- Developing and maintaining trusting relationships
- Encouraging open communications

### **Appearance, Demeanor, and Bearing**

Appearance, behaviors, mannerisms and poise that reflect favorably on the candidate.

Behaviors that demonstrate favorable Appearance, Demeanor, and Bearing:

- Appropriate dress for the occasion
- Proper posture when standing or sitting
- Avoiding mannerisms that are distracting or distasteful
- Observance of etiquette and decorum befitting the circumstances
- Attention to grooming and hygiene
- Avoiding coarse, profane, vulgar or objectionable language
- Appropriate use of humor

### **Judgment**

Ability to evaluate sources of action and subsequent impact; ability to develop alternate solutions to problems; and ability to recognize priorities based on the existing circumstances.

Behaviors that demonstrate sound Judgment:

- Weighing alternatives
- Evaluating impact of decisions
- Honoring confidentiality
- Considering consequences of actions
- Following proper chain of command

### **Dependability**

Reliable and dependable in performing the job, finishing what was started. Trustworthy and consistent.

Behaviors that demonstrate Dependability:

- Comes to work on time
- Minimal use of leave
- Responds to assignments by being cooperative and available
- Follows through with commitments
- Can be counted on

- Takes responsibility when accountable

### **Self-Motivating/Initiative**

Ability to efficiently establish an appropriate course of action for self or others to accomplish a specific goal, Self manages responsibilities rather than passively accepting duties.

Behaviors that demonstrate Self-Motivating Skills and Initiative:

- Establishing goals and priorities
- Developing schedules and timeliness
- Disseminating information
- Resolving problems
- Coordinating activities
- Using time efficiently
- Producing results without guidelines

### **Integrity/Work Ethic/Character**

Ability to follow through on commitments incorporates honesty, respect, and fairness of daily actions.

Behaviors that demonstrate Integrity, Work Ethic, and Character:

- Honest and reliable
- Shows respect
- Does what is right
- Accountable for actions
- Track record of extra effort
- Dedicated to the job
- Quality work
- Disciplined
- Works well with others

Scoring will be based on the following grading criteria:

- 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 Oral Interview Board member stands alone as long as the 3-point rule is met in each category.
- Candidates scoring 0 - 3 in any category are considered less suitable to be hired as Firefighters for that category and indicates a failure to provide acceptable responses to the questions. Candidate's responses do not convey the level of experience/expertise required for the position. Candidate's responses may be vague or incomplete. Candidate's responses may be inconsistent with prior answers. Overall, candidate fails to provide enough information or requires probing for answers.
- Candidates scoring 4 - 7 in any category are considered suitable to be hired as Firefighters for that category and indicates acceptable responses to the questions. Candidate's understanding of the questions and responses are what the job requires. The responses may not be as complete or thorough as the more suitable candidate's response. Overall, the candidate's responses are complete, address the questions, and any probing is minimal.
- Candidates scoring 8 - 10 in any category are considered more suitable to be hired as Firefighters for that category and indicates a thorough response to the questions. Candidate demonstrates a thorough understanding of all issues that is substantially more than the job

requires. Candidate's responses are well thought-out and well presented. Overall, candidate's responses are complete, address all aspects of the questions, and do not require any probing.

- The overall total for each Oral Interview Board member shall equal the sum of all scores in each category.
- The total score may range from 0 to 100 per Oral Interview Board member.
- All Oral Interview Board members' scores shall be added together for the candidate's final score, ranging from 0 - 700.
- Any applicant scoring below 400 will be considered a failure and will be disqualified from any further consideration in the hiring process. Any applicant scoring 400 - 700 will be considered passing and will be eligible to proceed to the hiring process.

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 reasonable accommodations to complete a step in the process will be afforded an opportunity to request that accommodation from the Human Resources Division Manager. The Human Resources Division Manager 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 40% weighted written exam and 60 % of the Oral Interview Board score.

Additional military service or certification points shall be added to the final 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 initial tiebreaker will be based on the candidates' final score prior to adding any additional points.
- If a tie still exists, the written examination scores (with additional points) shall be used as the secondary tiebreaker.
- If a tie still exists, the written examination raw scores (without additional points) shall be used as the tertiary tiebreaker.
- If a tie still exists, the applicants shall be ranked by certification level as a Firefighter through the Texas Commission on Fire Protection from highest to lowest as the quaternary tiebreaker.
- If a tie still exists, the applicants shall be ranked in order that their tests were turned in as the quinary tiebreaker.
- If a tie still exists, after the quinary tiebreaker, the candidates shall be ranked in the order by lot as determined by the Civil Service Director.

Upon receiving the contingent job offer, each candidate must successfully complete a Fire Department medical screening to obtain a final job offer.

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 certified applicant pool is not sufficient to meet the employment needs of the Department, or if that list is exhausted prior to its one (1) year duration, the

Department Head shall process the next available certified applicant pool to create an additional certified Final Eligibility List.

Section 7. Probationary Period

All new hires or rehires will serve a one (1) year probationary period that begins when sworn in as a fully state-commissioned Bryan Firefighter. All candidates will be considered civilian employees until all Recruit Academy training requirements are completed. During the probationary period, a probationary employee may be terminated without Civil Service appeal rights. Upon completing the probationary period, the employee will have full Civil Service protection, except as modified or abridged by this Agreement.

Section 8. Seniority in the Fire Department

Seniority in Department will be established:

- From the date a new hire is sworn in as a Bryan Firefighter and their one (1) year probationary period begins.
- Seniority among new hires will be determined from the average of test scores during the recruit academy or fast track program, with the highest average having the most seniority.
- Ties will be broken by position on the final eligibility list for hiring.

Section 9. 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 10. 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 XIII 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 that including an Assessment Center component to the promotional process improves the selection process and provides candidates an opportunity to display skills and abilities that serve as additional 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. Source Materials Lists

Each January, or as needed, the Department Head and the Civil Service Director shall re-evaluate the source materials and publish any changes to the lists from which questions will be drawn for all promotional examinations.

These lists shall serve as the official reference for candidates preparing for promotional testing and will be made available to all eligible personnel through standard Department communication channels.

### Section 3. 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;
  - 2. Participation in an Assessment Center.
- (b) The minimum passing score on the written examination is 70%.
- (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 4. Selection of Assessment Center Consultant

The Parties shall, at a date set by the Department Head, 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 5. Written Examination

- (a) The term “written examination” in this Article means the written examination provided for under Texas Local Government Code Chapter 143 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 6. 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 not all candidates agree to waive the Assessment Center, then it will proceed as set forth.

Section 7. 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 8. 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 9. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple-choice written examination under Texas Local Government Code Section 143.034. 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 Section 143.036 (f) and (g) apply to a person having the highest overall score, if they are not appointed by the Department Head.

Section 10. Statutory Override

This Article supersedes the following sections of the Texas 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.

Section 11. Fire Marshal's Division

In regards to the promoted positions of Fire Marshal and Chief Deputy Fire Marshal, initial posting requirements will require at least two (2) fully qualified candidates within the Fire Marshal's Division with a minimum of one (1) year of cleared assignment within the Division. If two (2) qualified candidates do not exist to sit for an exam, then the next lower rank within the Fire Marshal's Division will become eligible. If two (2) candidates are not eligible within the Fire Marshal's Division, the Civil Service Commission shall open the process to the entire Fire Department and follow the procedures relating to eligibility for promotional examinations outlined in Texas Local Government Code Section 143.030(d) until at least two (2) qualified candidates sit for the examination.

- a. Five (5) points are to be applied to any current Chief Deputy Fire Marshal's overall score after the completion of the outline process of this article.
- b. Three (3) points are to be applied to any current Deputy Fire Marshal's overall score after the completion of the outline process of this article.

In the event an employee assigned to the Fire Marshal's Division returns to the Operations Division whether due to reassignment or personal request, the employee will, at the discretion of the Department Head, return to the last operational rank or position previously held in the Operations Division, provided the employee remains qualified and in good standing for that position.

For purposes of promotional testing outside the Fire Marshals Division, the employee's eligibility status shall be determined based on the last rank held in the Operations Division.

## Section 12. Crossover Clause

### Administrative Assignments

In the event an employee assigned to the Administrative Division returns to the Operational Division, whether due to reassignment, personal request, or at the discretion of the Department, the employee shall return to the last operational rank or position previously held in the Operations Division, provided the employee remains qualified and in good standing for that position.

- a. However, if the employee received a promotion within the Administrative Division that is no more than one rank above the last operational rank held, the employee may retain that promoted rank upon return to the Operational Division, subject to qualification and Departmental approval. Employees who are promoted more than one rank above their last operational rank while assigned to the Administrative Division shall return to the highest eligible operational rank that does not exceed one level above the rank held in the Operations Division.
- b. For purposes of promotional testing outside the Administrative Division, the employee's eligibility status shall be determined based on the last operational rank held or the retained rank, as applicable under this Agreement.
- c. These terms shall apply to all employees newly assigned to the Administrative Division on or after January 1, 2026.

**ARTICLE XIV**  
**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. The reappointment of a Firefighter is at the discretion of the Department Head 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 Department Head, 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 Department Head 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 Texas Local Government Code 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 Texas Local Government Code Section 143.023(b), do not apply to reappointments under this provision.

**ARTICLE XV  
COMPARABLE CITIES**

The City and Association agree that 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

The goal is for Firefighters to be paid competitively and commensurate with these comparable cities while focusing on retention.

## ARTICLE XVI

### STAFFING

#### Section 1. Staffing Standards

(a) Battalion Chief(s)

One (1) Battalion Chief and one (1) Apparatus Operator, or those eligible to step up to these ranks.

(b) Heavy Apparatus

Engine(s): One (1) Company Officer, one (1) Apparatus Operator, two (2) Firefighters, or those eligible to step up to these ranks.

Ladder(s): One (1) Company Officer, two (2) Apparatus Operators, one (1) Firefighter, or those eligible to step up to these ranks.

(c) Light Apparatus

Medic(s): Two (2) Firefighters

EMS Supervisor: One (1) Company Officer, or those eligible to step up to this rank.

#### Section 2. Emergency Staffing

In an emergency daily staffing situation, the Department Head or designee will determine which apparatus will go "out-of-service." Priority will be given to maintaining staffing for heavy apparatus, but the decision is at the discretion of the Department Head or designee. At no time shall any apparatus fall below the staffing standard described in Section 1 (above) while in service, available, and ready to be dispatched before exhausting all methods of reducing non-essential personnel: operations, eliminating scheduling conflicts, and up to the recall of personnel.

**ARTICLE XVII**  
**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, NFPA 1582 medical and physical requirements, and NFPA 1583 health-related fitness programs. The City Manager has final approval of the program and costs of the program. The program will be mandatory; 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 XVIII**  
**HEALTH AND SAFETY COMMITTEE**

The Fire Department shall establish an internal Health and Safety Committee to which the Department Head will appoint seven (7) members with at least four (4) being members from the Association. The Health and Safety Committee shall meet at least quarterly 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 Department Head and the Association. Such recommendations may provide the basis for improved 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.

**ARTICLE XIX**  
**CENTER FOR PUBLIC SAFETY EXCELLENCE**

Both Parties support the Fire Department's pursuit of accreditation through the Center for Public Safety Excellence (CPSE). This accreditation process is an all-hazard, continuous quality improvement model grounded in risk analysis and self-assessment. It encourages the development and implementation of community-driven performance targets for fire and emergency services.

To facilitate successful accreditation and continuous organizational improvement, the Fire Chief shall establish a working group. This group will be tasked with addressing CPSE accreditation recommendations and will be composed of:

- Three (3) Designated members of the Bryan Fire Department, as selected by the Fire Chief,
- Two (2) Representatives from City of Bryan staff, as selected by the Fire Chief with approval by the City Manager, and
- Three (3) Members of IAFF Local 1204, as selected by the Association.

The Fire Chief shall appoint a Chairperson from within the group. This individual will be responsible for leading the group's efforts and reporting directly to the Fire Chief regarding the group's direction, progress, and activities related to CPSE accreditation.

Beyond accreditation-specific tasks, the working group also may review and provide recommendations on applicable national standards and other relevant accreditation criteria. All recommendations shall be submitted to the Fire Chief for consideration and potential implementation.

## **ARTICLE XX GRIEVANCES**

### Section 1. Grievances

A grievance is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provision of this Agreement. The Association or any dues-paying Association member (i.e., Firefighter) may file a grievance under the terms of this agreement.

Each grievance shall be submitted on a form provided by the City and must include:

1. A brief statement of the grievance and the facts of events on which it is based;
2. The sections(s) of the Agreement alleged to have been violated;
3. The remedy or adjustment sought;
4. Steps taken by the grievant to resolve the issue;
5. For maintenance of standards or past practice grievances, the specific right or practice for the basis of the complaint; and
6. The Firefighter's signature or if filed by the Association, the signature of the Association's Grievance Committee Chair or Association President.

### Section 2. Relief through the Chain of Command

A Firefighter who files a grievance based on this Agreement will have first made a reasonable effort to resolve the matter through the appropriate chain of command via telephone, email, or in-person meetings.

In the event the matter is not resolved through the chain of command within ten (10) business days, the Firefighter may submit a grievance to the Association's Grievance Committee or to the Department Head.

### Section 3. Time Limits

The parties shall act diligently and exercise good faith to adhere to the time limits set forth in this Article, unless such time limits are waived or extended by mutual agreement between the grieving party and the City Manager or designee. In the event the employee or Association fails to meet the time limit at any step of the grievance procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step shall be considered a denial of the grievance, which will allow the Association or Firefighter, at their option, to proceed to the next step. Time limits begin upon the date a party receives a formal grievance. Grievances sent via U.S. Postal Service are based on the USPS envelope date stamp. Similarly, a facsimile transmission or email submittal is based on the date printed by the facsimile transmission device or email. For the delivery of a grievance not hand-delivered, the receiving party must provide written confirmation to the other party. Where a deadline falls on a Saturday, Sunday, or legal holiday, the deadline is extended to the next day that is not a Saturday, Sunday, or legal holiday.

### Section 4. Procedure

#### Step 1

A Firefighter who is aggrieved must file a grievance with the Association's Grievance Committee within thirty (30) calendar days of the date the Firefighter knew of or should have known of the facts or events given rise to the grievance. The Association's Grievance Committee shall forward a copy of the notice of receipt of the grievance to the Department Head within three (3) calendar days of receipt of the grievance. The Grievance Committee shall, within fifteen (15) calendar days of receipt of the grievance, determine if a grievance exists. If the grievance is denied by the Committee, a member of the Committee shall notify the grievant within five (5) calendar days of the day of the denial. The grieving party may appeal in writing

to the Executive Board of the Association within (5) calendar days of notification of the denied grievance. The Executive Board shall have five (5) calendar days to make the final determination of the grievance. If the Association determines a grievance does not exist, the Grievance Committee Chair shall notify in writing the Department Head or designee that no further action is necessary. If the Association determines a grievance is valid, the Association shall process the grievance on behalf of the Firefighter(s) per Step 2.

#### Step 2

Any grievance found to be valid by the Association shall be submitted to the Department Head or designee by hand-delivery and in writing within ten (10) calendars of the Step 1 ruling. After receipt of the grievance, the Department Head or designee shall, within fifteen (15) calendar days of receipt of the grievance, submit a response in writing to the Association President.

#### Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) business days from receipt of the Department Head's decision to submit the matter to the Human Resources Director, City Manager, or City Attorney, where the City Manager shall render a written decision within ten (10) business days after the receipt of the grievance.

#### Step 4

If the grievance is not resolved at Step 3, the Association shall have ten (10) business days from receipt of the City Manager's decision to request this matter be brought to arbitration. The City Manager shall have fifteen (15) business days to approve or deny the requested arbitration. If the City Manager denies the grievance and does not agree to the next step of the grievance process, the Association can use the process outlined in TLGC 142.114 (c).

#### Step 5

**If both** the City, through the City Manager's sole discretion, and the Association agree to arbitration, the parties may, within ten (10) business days of such request, mutually agree to an arbitrator.

If the parties are unable to agree to an arbitrator, the City's Human Resources Director shall, within five (5) business days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) business 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, with the grieving party striking first, until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The selected arbitrator shall be promptly notified. In coordination with the arbitrator, the parties shall select a time, place, and date for the grievance arbitration hearing.

- a. After the conclusion of the hearing, the arbitrator shall issue to both parties a written opinion.
- b. 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 of this Agreement.
- c. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement or as amended by the parties. The arbitrator shall have no jurisdiction or authority to modify or to establish new provisions to the Agreement, or to arbitrate away, in whole or in part, the Agreement's articles or amendments.
- d. The cost of the impartial arbitrator shall be borne by the losing party. In the event a decision is inconclusive as determined by the arbitrator, then costs shall be borne equally by each party.
- e. 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.
- f. Each party shall be responsible for the attendance costs of its witness(es) at the grievance hearing.

Section 5. Election of Remedies

It is specifically and expressly understood that an arbitrator's decision in Section 4 above is a binding decision. An appeal of an arbitrator's decision, based on this Article, shall be strictly and solely limited to the grounds the arbitrator exceeded his/her authority and jurisdiction as provided under this Agreement, the decision of the arbitrator was procured by fraud or collusion, or the arbitrator's decision is based upon a clear and manifest error of law. A notice of appeal must be filed with the district court within thirty (30) calendar days from the date of the arbitrator's decision. The appealing party has the burden to prove the ground(s) upon which the appeal is based.

**ARTICLE XXI  
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  
IAFF1204President@gmail.com

**ARTICLE XXII  
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 XXIII  
PREVAILING RIGHTS**

Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits, or perquisites presently covered by statutes, existing rules and regulations or past practices recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement.

**ARTICLE XXIV  
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 XXV**  
**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 XXVI  
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 Texas Local Government Code Section 142.114. This Agreement shall remain in full force and effect until December 31, 2029, and may be extended thereafter until superseded by a new agreement or until December 31, 2031, whichever occurs first.

Section 2. Additional Two-Year Option

This Agreement may be extended by mutual agreement. An initial meeting will be held no later than June 1, 2029, to discuss possibly extending this Agreement by two (2) years. A decision shall be reached by September 30, 2029, 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 two (2) years of the Agreement, which will end no later than on December 31, 2031.

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: \_\_\_\_\_  
Bobby Gutierrez  
Mayor

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

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

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

**ATTEST:**

\_\_\_\_\_  
Melissa Brunner  
City Secretary

**APPROVED FOR PROCESSING:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard G. Giusti  
Fire Chief

\_\_\_\_\_  
Thomas A. Leeper  
City Attorney

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

Ratified by BFFA Membership on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

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