
September 13, 2018, City Council Workshop, 10 a.m.

Savannah City Government

SUMMARY/FINAL MINUTES

COUNCIL WORK SESSION & CITY MANAGER'S BRIEFING

September 13, 2018 – 10:00 a.m.

PRESENT: Mayor Eddie DeLoach, Presiding

Aldermen: Carol Bell, Julian Miller, Brian Foster, Tony Thomas (arrived at 10:15 a.m.), Van Johnson, II, Estella Shabazz (arrived at 10:15 a.m.), John Hall

Rob Hernandez, City Manager

Bret Bell, Assistant to the City Manager

Brooks Stillwell, City Attorney

Jennifer Herman, Deputy City Attorney

William Shearouse, Assistant City Attorney

ABSENT: Alderman Bill Durrence

City Manager Hernandez welcomed everyone to the meeting and briefly reviewed the agenda.

Workshop Agenda Items

[1. Real Estate, Personnel, Litigation](#)

Upon motion of Alderman Johnson, seconded by Alderman Miller, and unanimously carried Council went into Executive Session for the purpose of discussing Real Estate, Litigation, and Personnel.

Upon completion of this session, a motion was made to come out of Executive Session by Alderman Johnson, seconded by Alderman Miller, and unanimously carried.

[2. Savannah Professional Firefighters Association Labor-Management Agreement](#)

[Firefighters Association Labor Management Agreement Presentation.pdf](#)

City Manager Hernandez stated Daphanie Williams and Jeff Grant will be presenting to Council today but wanted to brief Council on the item before they come forward.

City Manager Hernandez stated following several years of what could be considered as an impasse in the relationship between the Firefighters Union and the City, the City attempted to negotiate an updated agreement, but it is still a work in progress that will require some last minute tweaking and input from Council. He stated he believes we are almost there, probably more than 95% of the way there. The discussions that took place between staff and the Association took place in a spirit of collaboration, and hopefully improving the collaboration of a large group of employees within our Fire Department. City Manager Hernandez continued stating he has been in situations like this in the past where employers have been in difficult situations with employee unions. He stated the experience over the past three months has not reflected that. Very good and amicable conversations with the bargaining unit were held, that doesn't mean that all parties agreed on everything. However it was done in the spirit of collaboration and cooperation and he wanted to make Council aware of that. He concluded by expressing his

appreciation to Bob Milie and members of Local 574 and the various staff members that have been involved in negotiating the terms of this proposed agreement.

Mayor DeLoach asked Council to hold all questions until staff completely goes through the presentation.

Daphanie Williams, Special Projects Coordinator with the City Manager's Office, stated she and Jeff Grant, Human Resources Director, would be presenting relevant information as it pertains to item 33 on the Council agenda for today. Ms. Williams briefly reviewed the items that would be discussed during the presentation. She stated collective bargaining is the negotiation process where employees rely on an organization to represent them in process. The purpose of the negotiations is to determine the conditions of employment. Such items that are typically negotiated relate to wages, benefits, working conditions, employee safety, training and layoff. She continued stating if an agreement is reached by both parties you would then have what is called a Collective Bargaining Agreement (CBA) which serves as a contract that governs all of the negotiated employment issues. Ms. Williams stated it is a legal contract, enforceable by law. She stated Georgia is a Right to Work state, which means that you have the right to work and no one can force you to join or financially support a union as a condition of employment. Ms. Williams pointed out that the State of Georgia bans all collective bargaining in the public sector, with the exception of police and fire. She stated the Firefighters Mediation Act was adopted in 1971. The act provides firefighters with the ability to bargain collectively, and to be current members of a labor organization. As a condition of this right, they are not allowed to engage in strikes or work stoppages or slowdowns. It applies to municipalities in excess of 20,000, but municipalities had to adopt an ordinance electing to be covered under the act. Ms. Williams stated on May 27, 1971, City Council adopted a resolution where they agreed to enter into negotiations with Local 574, International Association of Firefighters for the purpose of bargaining collectively as to wages, rates of pay, hours, working conditions and all other terms and conditions of employment. She stated the resolution did not bring the Local under the Firefighters Mediation Act, but it did recognize the Local as the bargaining agent for firefighters. It was agreed that the same privileges that were extended to Local 574 would also be extended to other local unions of City employees. She continued stating in October 1973, City Council adopted a policy outlining rules that City employee unions had to agree to follow. The policy provided regulations regarding negotiations with those particular unions. The policy excluded supervisory personnel from the bargaining unit and gave directions on several items including management rights, strike prohibition, internal conduct of the union, etc. Ms. Williams continued stating on January 10, 1974, Mayor John P. Rousakis wrote a letter to W. H. Crawford, Secretary of Trades and Labor Assembly of Savannah, stating that Savannah was the only city in the state to recognize unions and engage in collective bargaining. She stated shortly thereafter former City Manager Don Mendonsa wrote a memo to City Council on January 14, 1974, in that memo he stated, "Savannah is the only local government in the State that recognizes and negotiates collectively with employee unions." She stated the purpose for including this was to reiterate the process for negotiating collective bargaining agreements was nothing new to the City of Savannah and was a practice that had been followed since 1971.

Ms. Williams stated since then there has been a series of negotiating agreements. The most recent agreement went in to effect in January 1, 2008 and expired December 31, 2012. Both parties attempted to reach an agreement after the expiration of the contract but there were two key issues that no agreement was reached on which were: the inclusion of captains as a part of the bargaining unit; and automatic annual pay increases. She stated at some point the City Attorney reminded Council the current contract had expired and in 2018 Council directed the City Manager to reconvene the meetings and continue negotiations. Ms. Williams stated that is where the City is currently, there have been a number of meetings held with City staff to include the City Manager and members of the Local Association in an effort to renegotiate the contract. She concluded stating as such this proposed contract has been placed on the agenda for Council to consider.

Ms. Williams turned the remainder of the presentation over to Jeff Grant, Human Resources Director, to discuss the proposed changes.

City Manager Hernandez clarified for the record that only firefighters are afforded the benefit of collective bargaining.

Jeffrey Grant, Human Resources Director, reviewed the proposed changes to the agreement. He informed Council before beginning that during the presentation they may see items that say "pending litigation" and wanted to let them know that those are items that will not be discussed today for obvious reasons.

Mr. Grant went through each article noting the proposed changes to be made as follows:

Article 1: Purpose

- Affirms City's recognition of IAFF Local 574 on May 27, 1971 as the official bargaining agent for City's firefighters.
- Adds paragraph promoting good will between the parties.
- Replaces references to "Union" with "Association".

Article 2: Recognition

- Replaces "supervisory personnel" with "management personnel".
- Includes captains in addition to firefighter, advanced firefighter, and master firefighter.

Article 3: Non-discrimination

- Includes sexual orientation, marital status and revises the nondiscrimination clause.

Article 4: Employer Rights

- Rights not amended by the agreement are retained by employer.
- Adds “civil emergency condition” clause that allows City Manager to suspend Agreement under certain conditions.

Article 5: Scope of Agreement

- Excludes language providing feedback to unsuccessful candidates in the promotional process.
- Includes a waiver of rights/obligation to negotiate other items not included in agreement unless mutually consented to.
- All terms and conditions not covered by the Agreement remain under the City’s direction and control.

Article 6: Negotiations

- Changes the date for presenting negotiation issues from the second negotiation session to the fourth.
- Revised impasse date from November 1 to August 1 of the contract expiration year.
- Eliminates language restricting Local’s ability to contact council members and City’s ability to contact IAFF members during impasse.
- Agreement remains until replaced.

Article 7: Internal Conduct of the Association

- Eliminates all previous financial and operational reporting requirements with the exception of annual updates to the City regarding pertinent contact information.
- City Manager will be notified of fund raising activities no later than fifteen days prior to the use of third party solicitations.

Article 8: Association Deductions

- Allows up to three separate Association deductions from the wages of covered employees.

Article 9: Wages

- Pending Litigation

Article 10: Bulletin Board

- Bulletin boards will be provided for use by the Association for each station.
- All notices shall be signed by any executive officer of the Association.
- Notices may be posted regarding political candidates or legislation for information sharing purposes only.
- Violations may be discussed at labor and management meetings.

Article 11: Hours of Work

- Pending Litigation

Article 12: Emergency Call Back, Stand By, or Mandatory Hold Over Pay

- Pending Litigation

Article 13: Departmental Policies, Rules and Regulations

- Fire Chief or designee will notify Association of changes no later than 15 days prior to effective date of change.
- Employees will be notified of changes either in writing, via bulletin board postings or electronically.

- Establishes a joint Association and Fire Department committee to review proposed changes at a minimum of one month prior to release; meetings to occur quarterly.

Article 14: Employee Benefits

- City agrees to conduct a study by August 2020 on the financial impact of a voluntary employee benefit association.
- City agrees to consider offering additional defined contribution plan options.
- City agrees to continue covering all costs associated with contributions to the Georgia Firefighters Pension Fund.

Article 15: Vacation

- City agrees to conduct cost analysis by August 2020 on offering a vacation buy back option.
- Three rounds of vacation picks will occur; all picks will be completed by November 1 of preceding year.
- Employees with over 25 years of service will be allowed two picks during the first round; all others during regular slots and based on seniority.
- Vacation will be earned according to the City's Leave Policy as of the effective date of this agreement.

Article 16: Holiday Pay and Leave

- Adds an additional hour of monthly holiday leave (total of 11 hours per month) for 56-hour week employees.
- Changes requirement for employees to submit choice of individual increment or lump sum with vacation requests by January 1 to a minimum of one work shift in advance.
- Allows more than one day to be used per month.
- City agrees to conduct cost analysis by August 1, 2020 on offering holiday pay buy back option

Article 17: Sick Leave

- Removes language stating 40-hour employees will receive 8 hours per month.
- Prior to separation, employees may be afforded a review by the HR Director.
- Sick leave will not be granted for illnesses resulting from moral turpitude, intoxication, or illegal use of narcotics.
- Up to 1100 hours of accrued sick leave may be used beyond FMLA expiration for non-job related injuries or illnesses.

Article 18: Exchange of Duties

- Not permitted if it interferes with operations.
- Changes the required approver from Battalion Chief to the appropriate supervisor.
- Written explanations detailing the reasons for denied requests will be provided.
- Removes restrictions regarding time and number of exchanges allowed within a certain time frame.
- Adds a ninety day limit for repaying time owed and restricts repayment with either money or valuables.
- Exceptions can be made by Fire Chief.
- Restricts ability of personnel short of training hours to exchange shifts.

Article 19: Clothing and Equipment

- Class A uniforms will be provided as funding becomes available.
- Lost or damaged items due to negligence must be replaced by employee.
- Washers and dryers will be placed in all fire stations and training center.
- Changes \$12.50 per pay period allowance for laundry to personal uniform/equipment maintenance.
- IAFF logo may be worn at the Association's expense on select attire to exclude polos, dress uniform shirts and jackets.
- Members may opt out of wearing IAFF logo on apparel.

Article 20: Prohibition of Strikes

- No Change

Article 21: Discipline, Disciplinary Appeal and Conflict Resolution

- Pending Litigation

Article 22: Medical Insurance

- Article will be reopened as funding is available for inclusion of minimum obtained fitness score and medical insurance incentive.

Article 23: Injury Leave

- Light duty work may be assigned to injured employees if approved by doctor and HR.
- Assignments will be made within Fire Department if possible or to other departments.

Article 24: Working out of Classification

- Pending Litigation

Article 25: Safety and Health

- Changes frequency of Safety Committee meetings from monthly to quarterly.
- Establishes cancer and peer support subcommittees as a part of the Safety Committee.
- Fire Chief or designee will provide written response for disagreements with Safety Committee recommendations; alternative recommendations will be provided within 45 days.
- Disagreements will be discussed during labor and management meetings.

Article 26: Savings Clause

- Added language that prevents nullification of an entire article in the event one section or provision is nullified.

Article 27: Labor Management Committee

- Committee will include: City Manager or designee; Human Resources Director; Fire Chief; and Association President or Designee, Vice President, Secretary or Treasurer.
- Changes meeting frequency from twice per year to at least quarterly.
- Agenda items for meetings must be submitted at least 30 days prior to meeting.

Article 28: Term of Agreement

- Effective upon approval by Council and in effect until December 31, 2022.

Article 29: Grievances (New)

- Pending Litigation

Article 30: Association Administrative Leave Bank (New)

- City will provide bank of 150 hours for administrative use by Association officers.
- City will keep record of hours.
- Requests for usage will be submitted to Fire Chief or designee.
- Surplus hours will carry over to the next year.
- Creation of overtime will not be a reason for denial of leave usage.
- Members will be assessed 2.5 hours annual leave per year to add to the leave bank.
- Officials will receive pay for participating in any committee established by this agreement.
- Officers may not use administrative leave to participate in meetings outside of normal shift.

Article 31: Use of Facilities by Association (New)

- Allows meetings, trainings, etc. to be conducted on duty and on city property.
- Training Facility will be provided up to two weeks per year subject to CM approval.
- Requests cannot be denied arbitrarily.
- Denials will be discussed during labor and management meetings.

Article 32: Probationary Employee (New)

- Allows probationary employees to give authorization to City to provide contact information to Association.
- Association may be provided with an eight hour recruit school night burn educational training session.

Article 33: Promotions (New)

- Pending Litigation

Article 34: Seniority Rights/Layoff and Recall (New)

- Defines City, Department and Classification Seniority.
- Suspensions will not affect employee's length of service.
- Unpaid leaves of absence authorized by CM for benefit to the City more than 365 days will not constitute a break in service.
- HR Director will post the most current seniority list by April 1 on an annual basis.
- Layoffs to be conducted in inverse order of seniority.
- Recalls to be conducted according to seniority.

Article 35: Military Leave (New)

- Establishes a workday or shift to be the equivalent of employees' regularly scheduled work cycle.
- Allows 24-hour shift employees to use up to 202 hours of military leave.

Article 36: General Provisions (New)

- Recognizes the importance of establishing a drug free workplace; EAP Identification; Employee. Re-hire policy; etc.
- City will continue recognizing Civil Service Provisions.
- City will provide one copy of agreement to each station within 21 days after signature and will place a copy on CINC.

City Manager Hernandez stated Council has the following options:

- Do nothing.
- Reject the overall notion of having a collective bargaining agreement in this day and age and decide to repeal the policy that was established in 1971.
- Inform staff that they are headed in the right direction but request more tweaks and suggest further discussions with the Association.
- Approve the agreement as is.

City Manager Hernandez suggested that Council break for lunch and reconvene at 1:00 for further discussion.

[Council continued the discussion after the City Manager's briefing.]

Alderman Thomas stated, referring to Article 10 Bulletin Board, he doesn't have a problem with the bulletin board but he does have an issue with the statement regarding political candidates or legislation. Alderman Johnson agreed, adding it is something that other employees do not have the right to do. City Manager Hernandez stated they will clean up the language.

Alderman Thomas also asked, referring to Article 17 Sick Leave, where it states up to 1100 hours of accrued sick leave beyond FMLA leave, how do you hold a job for someone that has 2,000 hours of accrued sick leave for over a year when that employee is on the payroll but not in service? City Manager Hernandez replied oftentimes when it is a critical position you create a temporary position and the agency hires someone on a temporary basis so the other employee can return to work. Alderman Miller asked what happens to the temporary employee? City Manager Hernandez replied if the other employee returns the temporary employee will be terminated from employment or given an opportunity to find

a job within the organization. Alderman Thomas asked if you can find a temporary firefighter. City Manager Hernandez replied that was a good point. Alderman Thomas asked how do you hold a fire position in service that needs to be filled for over a year.

Alderman Thomas stated, in Article 28 Term of Agreement, the sitting City Council cannot commit a future Council, therefore the term of the agreement would have to be to the terms of this Council. Mayor DeLoach stated it's never been that way previously as the one that was previously in place last for years. Alderman Thomas stated it went from year to year because the decision was made, but this is a contract that would have to be ratified. City Manager Hernandez stated that was the intent, to approve with the initial term and then once the initial term expires you would have an Evergreen Provision which would mean it would rollover year to year unless it is renegotiated. Attorney Stillwell stated it could be terminated and stated Alderman Thomas's point is valid as you can't have an Evergreen contract for a City that a future Council cannot terminate.

Alderman Thomas stated in Article 27, in looking at the committee members there are a total of six people listed and asked who the tiebreaker would be in the event of a tie. City Manager Hernandez replied he is not sure the committee is a voting committee. He stated it's designed for both parties to present issues for discussion. The way he sees it management still retains certain rights, the labor management committee is just a venue for both parties to discuss issues of mutual concern. Alderman Miller asked is that stated anywhere? City Manager Hernandez stated he doesn't think there is anything in there that could be construed as giving the Labor Management Committee some sort of direct oversight over operations.

Alderman Thomas asked for an example of the following item from Article 34: unpaid leaves of absence authorized by CM for benefit to the City more than 365 days will not constitute a break in service. City Manager Hernandez replied this actually happened, not in Fire but he believes in the Cemeteries Department. An employee was selected eight or nine worldwide to attend a course in Mexico City on how to conserve historical stone works. He approved the leave request because it would essentially be beneficial to the City upon his return. Alderman Thomas asked if the employee is still with the City and if the time away accrued him leave towards retirement. City Manager Hernandez replied yes and he would have to check the specifics on the last question. Alderman Thomas stated he is just curious how often this comes up and under what circumstances he approves these requests. City Manager Hernandez replied during his entire career he believes he has only approved one or two extended leave of absences. Alderman Bell stated there was a provision in the personnel policy for education leave and asked if it was still there.

Alderman Foster stated his biggest question is that there are a number of articles that are pending litigation. He asked how can Council vote on this when they really don't know what they are voting on. He stated some of his biggest concerns are on items that he has questions about that he can't ask about. Attorney Stillwell replied all of those items are covered in the draft Council received. City Manager Hernandez stated if you want to ask the questions you can and if Attorney Stillwell feels it should not be answered in open session then he will guide us.

Alderman Foster asked can an employee come to City Council about a grievance.

City Manager Hernandez directed Council to Article 29, which is a newly proposed article in the agreement that will be titled grievances. He stated under the proposed grievance process a formal process is being established for employees to follow with specific timelines, and management to take certain steps. City Manager Hernandez reviewed the process with Council. Mayor DeLoach expressed his dissatisfaction with the process. City Manager Hernandez stated the appeal to Council avoids litigation. Alderman Miller stated he isn't sure how it avoids litigation when all of this is done the aggrieved still has the right to go to court.

Alderman Foster stated in the world he knows Boards of Directors hires the CEO and they make the decisions. He continued stating and you don't ever appeal to a Board of Directors, as that undermines the authority of the CEO, and he could never support that.

Alderman Thomas stated we just discussed the Labor Management Committee, and he spoke with Deputy City Attorney Herman and there is a differing opinion on it and he asked her to expound upon it.

Deputy Attorney Herman replied under the current agreement, the committee meets twice a year or upon the request of either party, and the proposed agreement is broader than what Council was told as it gives the labor body a voice in almost every aspect that they don't currently have.

Alderman Thomas stated that is crucial and bothers him.

City Manager Hernandez replied Alderman Thomas is right, we cannot rush through this, if Council is not comfortable the item can be continued, as there is still a lot of work to be done.

Alderman Miller stated as much as he respect Bob Milie this stuff needs to be written out so Council understands it. He continued stating he has some concerns. He stated he is concerned about allowing employees to turn down assignments. City Manager Hernandez stated he needs Council to refer to the specific sections of the article so he can know exactly where Council's concerns lie.

Mayor DeLoach stated let's have another workshop on this.

Alderwoman Bell suggested a special workshop just to discuss this item.

City Manager Hernandez replied he thinks it may be helpful as this labor management agreement is not a one-sided approach. He stated Council has heard a lot from him, and the City Attorney, he thinks they need to hear from the other party as well. He asked Council to allow Mr. Milie or a designee from the union to be at the table.

Mayor DeLoach stated his opinion on this is that there are two different opinions as we come down this road. He stated he needs the City's, not with Bob Milie, and then Bob Milie can be brought in. He continued stating these are two different approaches to a common goal. He concluded stating Council needs to have another full session workshop and then bring the union in after that.

Council came to a consensus to continue the related item that is on the Council agenda.

[3. Minimum Distance Requirements Between Convenience Stores](#)

[ALCOHOL DISTANCE REQUIREMENTS Sept 13 Council Workshop.pdf](#)

This item was not discussed.

[4. City Manager's Briefing / Council Meeting Agenda Items for September 13, 2018](#)

Council reconvened at 1:15pm

Mayor DeLoach had to attend a Downtown Savannah Authority bond signing and returned to the meeting at 1:35 p.m.

Mayor Pro Tem Carol Bell presided until he returned.

City Manager Rob Hernandez presented the City Manager's Briefing of the agenda items for the Council Meeting of September 13, 2018. The agenda can be found online and will be made a part of the permanent record.

There being no further business, Mayor DeLoach declared this Work Session adjourned.

The video recording of the Council meeting can be found by copying and pasting the below link in your url:

Part One:

<https://savannahgovtv.viebit.com/player.php?hash=8n0AjEoAXw1i>

Part Two:

<https://savannahgovtv.viebit.com/player.php?hash=AJExMLV3935K>

Luciana M. Spracher,
Acting Clerk of Council