

**AGREEMENT**  
**BETWEEN MAYOR AND ALDERMEN**  
**OF THE CITY OF SAVANNAH**  
**AND**  
**LOCAL #574**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**SAVANNAH PROFESSIONAL FIRE FIGHTERS ASSOCIATION**  
**2018-2022**

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

1.1 This Agreement is made and entered into by and between the Mayor and Aldermen of the City of Savannah, hereinafter referred to as the "City", and Local #574 of the International Association of Firefighters ("IAFF"), hereinafter referred to as the "Association". On May 27, 1971, during open council meeting, IAFF Local #574 was recognized as the bargaining agent for the City of Savannah fire fighters. This Agreement sets forth mutually agreed on wage rates and specified working conditions which shall apply to the employees covered by this Agreement.

1.2 It is the intent and purpose of the Association and the City to promote and improve the efficiency of the operations of the City and the City's Fire Department. In order to render the most efficient public service to its citizens, the Association and the City agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into this Agreement.

**ARTICLE 2**  
**RECOGNITION**

2.1 The City recognizes the Association as the sole and exclusive bargaining representative of non-management employees in the position classification of firefighter, advanced firefighter, master firefighter, and captain for the purpose of bargaining collectively as to hours, wages, and other conditions of employment as modified by those described in this Agreement.

2.2 The Association recognizes the city manager and/or his/her designee as the sole representative of the City for the purpose of this Agreement.

2.3 Management personnel shall mean any individual having authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, if in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

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**ARTICLE 3**  
**NON-DISCRIMINATION**

3.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, gender, race, creed, religion, national origin, sexual orientation, marital status, or membership or non-membership in the Association.

3.2 No employee covered by the terms of this Agreement shall be denied membership in the Association because of political or religious reasons or affiliations, or for reasons of age, gender, race, creed, religion, national origin, sexual orientation, or marital status.

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**ARTICLE 4**  
**EMPLOYER RIGHTS**

4.1 All the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Association as being retained by the employer. These rights include, but are not limited to the following:

- a. Determine the number, structure, and location of departments and divisions.
- b. Determine the number and kinds of services to be performed.
- c. Determine the number of positions and the classifications thereof to perform such services.
- d. Direct the work of its employees.
- e. Establish qualifications for filling positions, design and administer tests and other selection procedures, test, hire, promote, retain, assign, and transfer employees.
- f. Demote, suspend, or discharge employees within the classified service of the City for proper cause.
- g. Release employees from employment because of lack of work, lack of funds, or termination of activity.
- h. Maintain the efficiency of operations by determining the method, the means, and the personnel by which such operations are conducted.
- i. Take whatever actions are reasonable and necessary to carry out the duties of the various departments and agencies.
- j. Make reasonable rules and regulations relating to personnel policy procedures and practices and matters relating to working conditions.
- k. Reserve total discretion with respect to the function or mission of the various departments and divisions, the budget, organization, or the technology of performing work.

4.2 Nothing contained in this Agreement shall be construed to in any way conflict with powers and duties assigned to the Civil Service Board under the Charter of the City of Savannah.

4.3 If at the City's sole discretion, it is determined that a civil emergency condition exists including but not limited to labor disputes, strikes, work stoppages, riots, civil disorders, weather conditions, or similar occurrences, the provisions of this Agreement may be suspended by the city manager or designee during the time of the declared emergency, provided that wage rates, insurance, and pension benefits shall not be suspended.



**ARTICLE 5**  
**SCOPE OF AGREEMENT**

5.1 The scope of this Agreement shall be limited to employment conditions including but not limited to wages, employee benefits, the work week and day, and other terms and conditions of employment except, however, there shall be excluded from this Agreement proposals relating to (1) any subject preempted by Federal or state law or municipal charter, (2) management rights as defined herein, (3) the authority and power of the city manager and Human Resources Department established by the City Charter to set and administer standards dealing with the impartial recruitment of candidates, to conduct and grade merit examinations, and to rate candidates in order of their relative excellence, to which the City will post the qualified candidates on a list open to the public, from which appointments or promotions may be made to positions in the classified service.

5.2 The economic benefits granted to members of the Association shall only be those agreed upon and included in the budget for the budget year in which the economic benefits are to be granted.

5.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for negotiation. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by the Agreement shall continue to be subject to the City's direction and control.

## **ARTICLE 6** **NEGOTIATIONS**

6.1 The initial list of issues for negotiation will be presented by both sides at least two weeks prior to the initial negotiation session.

6.2 All issues for negotiation will be presented no later than the fourth session at which time negotiations will be closed to new issues, unless mutually agreed to open discussions to new issues.

6.3 An impasse shall be deemed to exist if the negotiating parties fail to reach agreement on the negotiations by August 1 of the year in which the agreement is set to expire unless both parties deem to continue negotiations until a mutually agreed upon date.

- a. The parties shall submit a joint report to Mayor and Aldermen listing those items on which the parties negotiated, items on which agreement was reached, and items on which agreement was not reached including the final position on each of these items.
- b. The city manager shall submit his/her recommendation to Mayor and Aldermen on the matters for which agreement was not reached, and the representative for the Association shall submit his/her recommendations. Recommendations must be in writing and of a factual nature.
- c. The Association President or his/her designee and the city manager or his/her designee may present the positions verbally at a regularly scheduled city council meeting not to exceed three council sessions beyond the impasse date, and resolve brought no longer than five council sessions.
- d. After reviewing the recommendations, the Mayor and Aldermen shall decide on the matters of disagreement, and the decision of the Mayor and Aldermen shall be final.

6.4 The city manager and/or designee shall represent the City in negotiations with the Association.

**ARTICLE 7**  
**INTERNAL CONDUCT OF THE ASSOCIATION**

7.1 The Association shall annually file, if any update on the following has occurred, and agree to comply with the following;

- a. The names and addresses of the Association, the parent organization or organizations with which it is affiliated, the principal officers, and all executive board members and representatives, as well as membership;
- b. Agreement that the Association will conform to the laws of the state and that it will accept members without regard to age, race, creed, gender, religion, national origin, sexual orientation, or marital status.

7.2 The Association, when performing any fund raising activities, will notify the city manager, with fifteen (15) days prior notice when using a third party for solicitation, or otherwise and clearly identify itself as such, and make a clear distinction between itself and the City and its Fire Department.

**ARTICLE 8**  
**ASSOCIATION DEDUCTIONS**

8.1 Upon the written authorization of an employee, and approval by the Association, the City agrees to deduct biweekly from the wages of each employee covered by this Agreement the sum certified as Association Dues, and deliver the sum to the Association Treasurer once each month.

8.2 The City will be held harmless from any legal action relating to the deduction of these dues and their transmission to the Association.

8.3 Deduction will be made after written notification to the City for reason, and shall be separate checks, for no more than three separate Association deductions.

8.4 Authorization for such deduction is revocable at any time by an employee who notifies the City and the Association to stop the deduction in writing.

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**ARTICLE 9**  
**WAGES**

9.1. The current pay system will remain in effect and all members will receive any wage increase or cost of living increase determined by the City.

9.2 The City agrees to conduct a compensation study to be awarded in 2018. After the results of the study are accepted by the City, both parties will meet to resume negotiations on this article, prior to implementation. This shall be considered an automatic re-opener, and will begin within thirty (30) days after acceptance of said study.

9.3 The Performance-Skill Pay Plan is intended to enhance and reward performance in order to continuously improve service delivery. This element of the pay system is designed at the department level to best fit the department's needs. This plan will be established through the Classification and Compensation Study awarded in 2018.

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**ARTICLE 10**  
**BULLETIN BOARDS**

10.1 The City agrees to provide space and the board for an Association bulletin board no larger than 3 feet by 3 feet at each station. The Association bulletin boards shall not be used to post information about unresolved grievances, objectives or strategy, or to solicit support of political candidates or legislation (outside of information sharing only), to defame or discriminate any individual, entity, party, etc., nor to post any other information in conflict with Civil Service rules and regulations or with the provisions of this Agreement.

10.2 All notices shall be signed by any executive officer of the Association.

10.3 Any Association authorized violations, or perceived violations of this section shall be discussed and addressed at the next regularly scheduled labor and management meeting.

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**ARTICLE 11**  
**HOURS OF WORK**

11.1 Employees in the position classifications covered by this Agreement shall work an average of forty (40) to fifty-six (56) hours per week averaged over the length of a twenty-seven (27) day cycle to complete 204 hours based on a twenty-four (24) hours on duty, forty-eight (48) hours off duty schedule. Hours worked in excess of 204 in a twenty-seven (27) day work cycle shall be paid overtime at 1 ½ times their regularly hourly rate. The City will comply with the Fair Labor Standards Act.

11.2 Any major changes to the overall work schedule will be presented in writing to employees of the Fire Department ninety (90) days in advance except for schedule changes which may be required for special events or major emergencies.

11.3 The Department reserves the right to assign the forty hour employee schedule between four (4) ten-hour days and five (5) eight-hour days. The assignment will be on voluntary basis via application, if no such applications are received, the least senior qualified employee in rank shall be assigned. All such assignments will be advertised via an internal posting.

**ARTICLE 12**  
**EMERGENCY CALL BACK, STAND BY, OR MANDATORY HOLD OVER PAY**

12.1 Employees called to work when they are off-duty due to an emergency shall be paid for the actual time worked at the rate of time and one-half (1 ½) and shall be entitled to a minimum of three (3) hours pay, at the premium rate of time and one-half.

12.2 Employees who are called in from off duty for non-traditional responses, incidents, or needs will be paid their overtime rate, as outlined in 12.1, within two pay cycles ~~without regard to twenty-seven (27) day work cycle status\*~~.

12.3 It will be the sole responsibility of the Fire Department to provide transportation for firefighters from a staging area to an emergency incident. The employee is explicitly prohibited from using their personal vehicle to relieve other personnel at an emergency incident.

12.4 Employees who are held over from another shift shall be paid for the actual time to the nearest thirty (30) minute increment beyond the time worked. Sufficient reasonable time (one (1) hour in most cases) shall be allowed for employee(s) to return to the station from an emergency scene, remove and clean their firefighting gear, shower when necessary, and dress to leave the station.

12.5 Any employee that is required to remain at work (mandatory hold over) due to an event, emergency, minimum staffing issues, shall have the option of receiving pay at the rate of one and one half (1 ½) hours for each overtime hour or receiving compensatory time at the rate of one and one-half (1 ½) hours for each overtime hour worked. The employee shall receive the stated overtime rate or compensatory time. ~~regardless of the twenty seven (27) day pay cycle\*~~. Accrued compensatory time shall be used within 180 calendar days subsequent to it being earned.

12.6 The City will continue to comply with the Fair Labor Standards Act requirement in regard to overtime pay.

**\* Note: The City Manager is not in agreement with the inclusion of this language.**



**ARTICLE 13**  
**DEPARTMENTAL POLICIES, RULES AND REGULATIONS**

13.1 It is understood that the Fire Department and City currently have policies, rules, regulations, Standing General Orders, and standard operating procedures (SOP) governing departmental operation and employment. The Association agrees that such policies, rules, regulations and SOPs shall be formulated, amended, revised, and implemented at the sole and exclusive discretion of the city manager, fire chief or their designees. When a change is made in any policy, rule, regulation, or standard operating procedure, the fire chief or designee shall notify the Association of such change fifteen (15) days prior to the effective date of such action.

13.2 The City agrees all employees of the Fire Department will be notified either in writing, posting on bulletin boards, or electronically with changes in work rules, regulations, guidelines or procedures within the City or Fire Department.

13.3 A joint Association and Fire Department committee (two of which will be appointed by the Association) will meet at least quarterly to review proposed, current and potential revisions to policies. The intent of the SOP committee is to review or make changes in rules/regulations or SOP's one (1) month prior to release.

**ARTICLE 14**  
**EMPLOYEE BENEFITS**

14.1 Except for those benefits specifically negotiated and covered by this Agreement, the City agrees to provide the benefits for personnel covered by this Agreement that are granted all other City employees during the term of this Agreement.

14.2 The City recognizes the Association and members may desire to create separate benefits, such as medical, dental, vision etc. via a voluntary employee benefit association. The parties agree to re-open negotiations on this provision once a health insurance study has been completed on the financial impact to the City. The study shall be completed by August 2020 by the City.

14.3 The City recognizes the ability of an employee to prefer one vendor over another with regard to their defined contribution plan. The City will explore offering additional defined contribution plan options and will utilize an employee benefits committee to provide recommendations to the City Manager. The Association shall be represented on said committee.

14.4 The City shall continue to cover all costs associated with employee contribution into the Georgia Firefighters Pension Fund.

**ARTICLE 15**  
**VACATION**

15.1 Employees in the position classifications covered by this agreement shall earn vacation leave on the basis outlined in the City of Savannah's Leave Policy at the time of ratification of the agreement.

15.2 Scheduling of vacations shall be the exclusive right of the Fire Chief. Such scheduling shall be based first upon the convenience of the operations of the City, as determined by the City, and secondly upon the length of service of the employee,

15.3 Vacation Buy Back. The City may consider a vacation buy back at any time for employees. A cost analysis shall be commenced to determine whether a buy-back program is either cost neutral or cost beneficial to the City (the analysis shall be completed by August, 2020 by the City). If either of the conditions exists this article shall be reopened for negotiations.

15.4 Vacation Picks.

- a. Generally, there will be three (3) rounds of Vacation Picks. Seniority will be the guiding force for order in selecting vacation time.
- b. Employees with over twenty five (25) years of service (at the time of selection) will be allowed to select two (2) Vacation Picks during their first (1<sup>st</sup>) round of picks.
- c. Employees with less than twenty-five (25) years of service will make their vacation picks during regular scheduled slot, based on seniority, round by round.

15.5 Vacation Picks will not commence until the Training Calendar for the following year has been disseminated to the entire department, but shall be completed by November first of the preceding year.

**ARTICLE 16**  
**HOLIDAY PAY AND LEAVE**

16.1 In lieu of paid time off, employees in the position classifications covered by this Agreement who work a fifty-six (56) hour week will receive eleven (11) hours per month of holiday leave. Employees in the position classifications covered by this Agreement who work a forty hour week will receive holidays off, as with regular employees.

16.2 Holiday leave may be taken in increments of twenty-four (24) hours on a request basis or in one lump sum. All requests for twenty-four (24) hour holiday increment must be submitted one (1) work shift in advance. The Fire Chief reserves the right to deny any application for the efficient operation of the department.

16.3 Holiday Pay Buy Back. The city may consider a holiday buy back at any time for employees. A cost analysis shall be commenced to determine whether a buy-back program is either cost neutral or cost beneficial to the city (the analysis shall be completed by August 1, 2020 by the City). If either of the conditions exists this article shall be reopened for negotiations.

**ARTICLE 17**  
**SICK LEAVE**

17.1 Sick leave shall be earned at the rate of sixteen (16) hours per month or one hundred and ninety two (192) hours per year for employees in the position classifications covered by this Agreement working a fifty six (56) hour week.

17.2 If an employee is off sick a part of a shift, he/she shall be charged for hours off. The sick leave rules shall otherwise apply.

17.3 Sick leave shall be granted only for the reasons listed in the City's Sick Leave Policy.

17.4 Should an employee be granted cumulative sick leave under the terms of this article, and his/her scheduled vacation period arrives while he/she is on such cumulative sick leave, said employee shall remain on sick leave, and his/her scheduled vacation period will be deferred to a future time.

17.5 Probationary employees (during the first six months of employment) who become ill or injured off duty shall be granted sick leave with pay, provided that the employee has earned the sick leave. Probationary employees (within first year of employment) who become ill or injured off duty, shall be afforded a review by the human resources director with representation by the Association before separation actions are taken, with consideration given to leave donations in the best interest of the employee and the City.

17.6 Before medical separation of an employee shall occur, the fire chief, human resources director, the Association president or their designees shall meet to review the circumstances prior to a determination.

17.7 An employee shall be afforded the ability to use accrued sick leave up to eleven hundred (1100) hours of sick leave beyond FMLA expiration, prior to medical separation for non-job related injury or illness. Employees shall be afforded the right to a review as stated in 17.6 prior to separation actions.

17.8 Sick leave with pay shall not be granted for any illness resulting from moral turpitude, intoxication, or illegal use or abuse of narcotics.

**ARTICLE 18**  
**EXCHANGE OF DUTIES**

18.1 Employees in the position classifications covered by this Agreement will be allowed to exchange duties with each other provided, however, that such exchange does not interfere with the operation of the Fire Department, in the following manner:

- a. Personnel exchanging duties must be of equal rank or qualified to act in the higher classification. Any exchange must be approved by the appropriate supervisor.
- b. Any exchange of duty that is denied by the appropriate supervisor will be done so, in writing, with a detailed explanation as to the reason for denial, denials shall be fair and just.

18.2 Exchanges shall be permitted in increments of two or more hours daily.

18.3 Under no circumstances shall the use of this benefit create any additional cost through overtime or otherwise to the City nor count toward Acting As Pay as described in Article 24.

**ARTICLE 19**  
**CLOTHING AND EQUIPMENT**

19.1 Each new member, upon entering the Fire Department, shall be provided clothing and equipment at the City's expense in accordance with the Standard Operating Procedure for uniforms in effect at the time. A copy of the Fire Department's current Uniform Standard Operating Procedure shall be uploaded and accessible from the City's City Information Center (CINC) database.

19.2 Class A uniforms will be provided to all employees by rank as funding becomes available.

19.3 Each employee of the Fire Department shall be provided replacement clothing as needed and approved by the employee's battalion chief. City shall replace or repair all uniform items, protective clothing and protective devices unless the item is lost or damaged due to the employee's negligence. If an employee loses or damages an item through negligence, he/she will be required to purchase a replacement item from the City. All issued equipment and uniforms are to be used in the performance of the member's official duties for the Fire Department. Wearing of issued clothing off-duty is prohibited. Members are required to wear the complete uniform, if worn, when reporting for or leaving duty.

19.4 Washers and dryers will be placed in all fire stations and training center.

19.5 In addition, employees will be provided with a personal uniform / equipment maintenance allowance of \$12.50 per pay period.

19.6 It is agreed that the on duty shirt, job shirt, sweatshirt, hat, etc. may be worn by covered fire personnel and adorned with the IAFF logo on the left sleeve or side of said apparel. The IAFF logo shall be in relative size for the style shirt. Excluded specifically will be the polo style shirt, dress uniform shirts, and jackets. The Association shall supply such logo at its cost.

**ARTICLE 20**  
**PROHIBITION OF STRIKES**

20.1 As a condition of recognition, the Association agrees that any employee covered by this Agreement who participates in or promotes a strike, work stoppage, or other similar form of interference with the operation of the Fire Department shall be subject to disciplinary action as defined below.

20.2 The Association will maintain a no-strike provision within its constitution. Any employee who strikes and fails to return to work at their next scheduled shift after being ordered to do so by the city manager or an appropriate court or who fails to return to work as directed by the fire chief without cause in the event of a special call-back may have his/her employment with the City terminated. An employee so terminated, if not vested, may lose all time accrued in the pension plan and all longevity rights accumulated under the pay plan and fringe benefit plan.

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**ARTICLE 21**  
**DISCIPLINE, DISCIPLINARY APPEAL AND CONFLICT RESOLUTION**

21.1 Prior to an investigation of employee conduct/misconduct or an interview with an employee that may lead to discipline of said employee, the Association will be notified by Fire Administration of the Intent to Investigate / Discipline. The employee will also be made aware of their right to Association representation, during an investigation, hearing, or appeal.

- a. It is recognized that any and all vehicle collisions may result in discipline for the driver and/or occupants/spotters and therefore subject to the same advisement of rights for Association representation and/or legal counsel.
- b. Any employee covered in this Agreement, who is the subject of an investigation, will be afforded the right to make a statement in regard to their alleged infraction.
- c. Employees subject to administrative hearings for discipline will be afforded the right to Association representation.
- d. A copy of any and all Discipline will be provided to the Association. The copy of the Disciplinary Action will be made after signature by the issuing authority and the Association will be notified by email that the paperwork is available.

21.2 Appeal of disciplinary actions will be handled in accordance with the City's Appeal of Disciplinary Action policy, as of the time of this Agreement.

21.3 Oral / Verbal counseling shall be corrective in nature and not considered discipline, therefore not a part of the appeal process.

21.4 Resolution of conflicts will be handled in accordance with the City's Conflict Resolution Program.

21.5 Associational-Representation: Any employee covered under this Agreement will be permitted to have a designated Association representative, present at appeal hearings in regard to disciplinary action taken, the employee will be made aware of their right to such representation verbally and in written form.

- a. The Department will ensure Association administrative leave is available for the ability of employee representation.
- b. Appeal hearings will be expedited and scheduled for the convenience of the City and employee with at least seventy two (72) hours' notice of the meeting time unless the employee requests a hearing sooner.
- c. If an appealing employee fails to appear without notification once the appeal hearing has been scheduled, the discipline will automatically take effect. If the initiating

supervisor fails to appear without notification once the appeal hearing has been scheduled, the discipline shall be dismissed. The hearing will not be delayed or rescheduled due to the employee's or supervisor's failure to appear without notification.

21.6 Weingarten Rights, Garrity Rights and Loudermill Rights will be included as conditions of this agreement.

21.7 Employees covered under this Agreement and subject to Informal Conflict Resolution, may request to have an Association representative present at the Informal Conflict Resolution meeting.

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**ARTICLE 22**  
**MEDICAL INSURANCE**

22.1 The City will provide medical benefits at a level equal to all City employees. Employees will pay the rates established citywide on an annual basis.

22.2 As funding is available this article will be re-opened with regard to a minimum obtained fitness score and a medical insurance incentive designed to produce a healthier workforce and limit expenses to the City.

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**ARTICLE 23**  
**INJURY LEAVE**

23.1 Injury leave shall be granted only for the reasons listed in the City's leave rules and in accordance with the City's Leave Policy.

23.2 Employee's Eligibility for Light Duty - An employee who is injured on or off duty and subsequently unable to perform his/her normal duties may be assigned to light duty upon examination and report by a doctor, selected by the City, or the employee's own physician and subject to the approval of the Human Resources Department that the person is capable of performing light duty. First consideration shall be to a detail of modified duty to the Fire Department, then other city departments.

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**ARTICLE 24**  
**WORKING OUT OF CLASSIFICATION**

24.1 An employee will be paid for temporarily working out of his/her classification with regard to this Agreement. The employee will receive Acting As (AA) pay for working in a classification higher than their title dictates after working ten (10) shifts or 240 hours in the AA capacity, regardless if the shifts are worked consecutively or not, in a calendar year. Acting appointments should only be made where a vacancy or leave of absence of the incumbent will occur.

24.2 AA pay shall be in the amount reflected in the City's AA pay policy for working above rank or grade, no less than the amount at the time of this agreement

24.3 The staffing / scheduling records management system shall automatically account for this and compensate said employee, no submissions shall be required by an employee.

**ARTICLE 25**  
**SAFETY AND HEALTH**

25.1 The City and the Association agree to cooperate to the fullest extent in the promotion of safety with regard to gear, equipment, structures, procedures, recommended National Standards and all applicable laws.

25.2 A minimum of three employees representing the Association and a minimum of three employees representing the City shall comprise a Safety Committee.

25.3 The Committee will meet quarterly to discuss issues limited to health and safety within the department.

25.4 In recognition that cancer and peer support are some of the biggest factors that negatively impact the health and well-being of fire service personnel, the Parties shall establish a cancer subcommittee and peer support subcommittee of the Safety Committee.

25.5 All recommendations of the Safety Committee shall be in writing and copies submitted to the fire chief or his/her designee.

25.6 When in agreement with the recommendations of the Safety Committee, the fire chief or his/her designee shall make a concerted effort to implement the recommendations within a reasonable time and consistent with available funding.

25.7 If not in agreement, the fire chief or his/her designee shall provide a written response to the Safety Committee outlining reasons for the disagreement and providing alternative recommendations within forty five (45) days.

25.8 When no agreement is reached, the matter shall be taken to the quarterly labor and management meetings with Association personnel and city management.

**ARTICLE 26**  
**SAVINGS CLAUSE**

26.1 If any provision of this Agreement is declared by a court of competent jurisdiction to be unlawful or is found to be unconstitutional, such provision shall be null and void; however, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Nullification of one section or provision does not negate the entire article.

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**ARTICLE 27**  
**LABOR MANAGEMENT COMMITTEE**

27.1 There shall be a Labor-Management committee consisting of three to five (3-5) Association representatives and three to five (3-5) City representatives. The city manager or his/her designee (note - designee shall not be from another department already in attendance), human resources director, and fire chief will be present. The Association shall be represented by the president or his/her designee, vice president, and secretary or treasurer.

27.2 The committee shall meet at the request of either party and at least quarterly to discuss matters of mutual concern.

27.3 The purpose of the Committee is to facilitate and improve labor- management relationships by providing a forum for the free discussion of mutual concerns and problems.

27.4 Agenda items shall be submitted at least thirty (30) days prior to the scheduled meeting, but not limit extenuating circumstances from being introduced after.



**ARTICLE 28**  
**TERM OF AGREEMENT**

28.1 This Agreement becomes effective upon the approval by the Mayor and Aldermen of the City of Savannah, and shall remain in full force until December 31, 2022.

28.2 It shall be automatically extended for successive one (1) year periods, until a successor agreement is reached.

28.3 Either party shall give the other written notice not later than July first in the year of expiration of its desire to modify, amend, or change the agreement for the subsequent year.

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## **ARTICLE 29**

### **GRIEVANCES**

29.1 A grievance is defined as a dispute between the City and one (1) or more of its covered employees or the Association concerning the interpretation or application of or compliance with this Agreement.

29.2 Should a grievance arise, there shall be an earnest effort on behalf of the parties to settle such grievance promptly according to the following procedure:

a. Procedure, Steps and Time Limits

1. Step 1 (Informal Resolution). Prior to initiating a formal grievance the employee may discuss the grievance at the battalion chief level or higher within five (5) working days exclusive of Saturday, Sunday, or holidays, of the date of the occurrence which has caused the grievance or within five (5) working days from when the grievant became aware of the cause for the grievance. The battalion chief shall attempt to adjust the matter and shall respond in writing within five (5) working days.
2. Step 2 (Department Level Resolution). If the grievance has not been satisfactorily resolved at Step 1, the employee, with or without the Association, shall take up the grievance or dispute in writing within five (5) working days from the battalion chief's response in Step 1 and shall present such written grievance to the fire chief. The written grievance shall be signed and shall set forth all relevant facts, the provision of provisions of the agreement allegedly violated and the requested remedy. The fire chief or designee shall conduct a meeting with the Association within five (5) working days of receipt of the grievance and shall reply to the employee and the Association, if represented by the Association, in writing, within five (5) working days following the close of the meeting.
3. Step 3 (City Manager or his/her designee). If the grievance is not settled in Step 2, the aggrieved employee, the Association, or both, may within five (5) working days appeal to the city manager or his/her designee. The written grievance shall be signed and shall set forth all relevant facts, the provision of provisions of the agreement allegedly violated and the requested remedy. The city manager shall meet with the aggrieved employee, Association or both within five (5) working days following receipt of the grievance and shall reply in writing, within five (5) working days following the close of the meeting.
4. Step 4 (Administrative Hearing). If the grievance remains unresolved within five (5) working days after the reply of the city manager or his/her designee, either party may, by written notice to the other party, invoke an administrative hearing.

- (a) Within five (5) working days after receipt of the written notice of an administrative hearing, the parties shall meet or otherwise attempt to select an impartial officer by mutual agreement, preferably from a previously agreed to list.
- (b) If after five (5) working days the parties are unable to mutually agree upon selection of an officer, the party invoking an administrative hearing shall request the services of either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS), as described herein. The party invoking an administrative hearing shall request that AAA or FMCS submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to AAA or FMCS. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, AAA or FMCS shall invite the acceptance of the officer to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA or FMCS shall submit a second and, if necessary, third list. Thereafter, the AAA or FMCS shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same officer.
- (c) Authority of the Administrative Hearing Officer - The Officer shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Officer shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The Officer shall submit in writing his decision to the Employer and to the Association within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely up-on the Officer's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the Officer's compliance with provisions of this section, the decision of the Officer shall be final and binding unless overturned by City Council by the third regularly scheduled City Council meeting following the decision by the hearing officer. It is further provided that the Officer has the express authority to award interest on back pay remedies and other monetary remedies at rates determined to be appropriate by the Officer.

- (d) Expenses of the Administrative Hearing Officer - The fees and expenses of the Officer shall be borne equally by both parties. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed-upon between the parties.

29.3 Grievances may be investigated and processed during working hours by Association Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department. A grievance not filed or appealed within the established time limits shall be deemed waived. If the City fails to reply within the established time limits then, at the Association's option, it may automatically advance to the next step. The time limits set forth in this Article may be extended by mutual written consent of the parties. The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

#### 29.4 Processing Grievances

- a. Generally, the Association president or vice president will process Grievances. The Association may also select employees covered under this Agreement to act as Association representatives, these employees shall be known as "Stewards".
- b. The names of the employees selected as Stewards, and other Association representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the City by the Association.

Any Association representative whose participation in grievance meetings, held pursuant to the provisions of the Article, may use the administrative leave bank to attend such meetings.

- c. Grievance meetings shall be scheduled in a manner which does not interfere with Fire Department operations.
- d. Representatives of the City and the Association shall acknowledge receipt of grievances by signing and dating the form when presented or received.

29.5 All matters relative to the scope of the Civil Service Act shall be resolved via a hearing before the Civil Service Board, the Civil Service Board's decision shall be final. All matters not covered, decided, or heard via the Civil Service Board or found to be out of their jurisdiction will be resolved via the lowest level of the grievance procedure possible up to and including mediation.

**ARTICLE 30**  
**ASSOCIATION ADMINISTRATIVE LEAVE BANK**

30.1 Upon the effective date of this Agreement, the City shall provide one hundred fifty hours (150) hours of City paid time for use by Association officers to prepare for and attend contract negotiations, disciplinary hearings, grievances, workshops, seminars, conferences, and conventions related to the conduct of their duties and related to fire rescue services. This bank will be known as Association Administrative Leave Bank. The City will keep a record of debited hours of covered members.

30.2 All requests for administrative leave as defined in this Article shall be submitted in writing by the Association to the fire chief or his/her designee. The request shall be requested to the fire representative's battalion chief no later than three (3) calendar days prior to the requested date. This advance notice period may be waived under extenuating circumstances by mutual agreement. Such requests shall not be unreasonably denied.

30.3. Any surplus in this leave bank at the end of any leave year shall carry over to the next year.

30.4 Denial of Administrative Leave Time will only be executed in extreme cases to ensure Department efficiency.

30.5 The Association is aware of the needs of the City to be financially responsible, however the creation of overtime is not deemed a reason for denial.

30.6 In addition, members of the Association shall be assessed two and a half (2.5) hours annual leave per year which shall be contributed to an administrative leave bank for the purpose of providing additional administrative leave to the Association president and/or other designees and officials of the Association.

30.7 Association officials will be released from City with full pay to participate in any Committee established by this Agreement.

30.8 Employees who participate in meetings covered by this Article at times other than the normal work shift shall not receive compensation from the City.

30.9 Association representatives shall utilize the Administrative Leave Bank to provide employee representation in a grievance hearing, disciplinary meeting or any other meeting that may lead to disciplinary actions with an employee.

30.10 Use of the Administrative Leave Bank by Association representatives shall not be considered as time worked for the purpose of computing overtime.

30.11 The Association Leave Bank shall be used to foster and promote mutual gain

and shall not create a conflict of interest between the Association and the City. Examples of work to be performed by Association Representatives on Administrative Leave in support of the City include: ensuring representation during administrative investigations and grievance/disciplinary appeal meetings of management; assisting unit members in understanding and following work rules; administering the provisions of this Agreement; attending conferences, meetings, seminars, training classes, and workshops so that Association Representatives better understand issues such as City policies and practices, conflict resolution, labor-management partnerships and methods of effective representation, or any other purpose authorized by the Association President.

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**ARTICLE 31**  
**USE OF FACILITIES BY ASSOCIATION**

31.1 The City agrees to allow Association matters to be handled on duty and on city property. Including but not limited to meetings, trainings etc., provided this does not unduly interfere with Fire Department operations.

31.2 The City agrees that use of the Fire Training Facility may be provided up to two weeks a year to the Association for use of trainings, Fire Ops 101 programs etc. based on availability and approval of the city manager.

31.3 Requests for use of the facility shall require reasonable notice and purpose; use shall not be denied for arbitrary or capricious reasons, any denials will be an agenda topic at the next labor and management meeting for resolve.

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**ARTICLE 32**  
**PROBATIONARY EMPLOYEE**

32.1 The Association will be provided the name, email, phone number, mailing address of all incoming employees covered by this Agreement thirty days prior to start of hire, provided the incoming member authorizes such release of information.

32.2 The Association may be provided an eight (8) hour recruit school night burn educational training session. The session will be for recruits and / or probationary employees and their families to orient themselves with the City fire and rescue operations as well as Association matters.

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## **ARTICLE 33**

### **PROMOTIONS**

33.1 The City shall maintain a current promotion list of candidates for all ranks below assistant chief.

33.2 The City shall provide a written examination that will be scored by competitive exam to all eligible candidates.

33.3 All candidates that successfully score a 70% or higher on the written examination will take an assessment center of job applied for specific tasks. All assessors shall be of no knowledge, background, or connection to any member of the City or Fire Department.

33.4 All candidates that successfully score a 70% or higher on the assessment center will have their scores averaged with fifty percent of the total score from the written exam and fifty percent from the assessment center. The candidates will then be ranked according to weighted score.

33.5 For each position, the human resources director will certify the top three scores to be interviewed by Fire Administration. Fire Administration will choose one of the three. A candidate shall not be passed over more than three times for promotion without cause, and such cause shall be provided in writing to the employee. If three positions are open, one position will interview the top three, vacancy filled, then the two unselected shall be placed in with the next highest score for the next position and so on.

33.6 Unless a promotion freeze is in effect, vacancies shall not exceed four weeks from being vacated. If the four weeks overlaps a list expiration, candidates will be chosen from the above prescribed method from the recently expired list. Notification of a promotion freeze shall be provided in writing by the city manager and/or designee at the time the freeze is imposed and the duration thereof.

33.7 Promotion eligibility, while the City recognizes the right to set the standard for promotion qualification, the City will ensure that any rank at or below company officer will have an equal pathway for promotion for applicants without post-secondary education. There shall be two career pathways for progression that account for years of service, experience, certification, etc.

33.8 All promotion qualifications will be mutually agreed to at one of the four quarterly labor and city management meetings preceding a testing cycle, or by special call meeting.

33.9 Nothing contained in this article shall in any way modify, abridge, or nullify the rights afforded and decreed in the Savannah Civil Service Act.

**ARTICLE 34**  
**SENIORITY RIGHTS / LAYOFF AND RECALL**

34.1 SENIORITY

- a. City Seniority is defined as an employee's total length of service with the City of Savannah, minus any break in employment or service from date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their scored rank on the eligibility hiring list, in the event of a tie or absent of scores the Association and human resources director shall develop an impartial method to randomly assign a seniority tie distinction system.

City Seniority shall be used for the purposes of computing leave accrual, longevity pay, service awards, pensionable years, and other matters based on length of service with the City.

- b. Department Seniority is defined as an employee's length of service within the Fire Department, minus any break in employment or service from start date with the department. If more than one person is hired on the same day they shall be placed on the seniority list according to their scored rank on the eligibility hiring list, in the event of a tie the Association and human resources director shall develop an impartial method to randomly assign a seniority tie distinction system.

Departmental Seniority shall be considered for leave usage, compensation, reductions in rank / force, assignment, or any arrangement where seniority is the practice etc.

- c. Classification Seniority is defined as an employee's length of service, minus any break in employment or service in the classification/rank in which the employee holds a permanent appointment equal to the employee's length of service in said classification from the most recent date of employment in the classification. If more than one person is promoted on the same day they shall be placed on the seniority list according to their scored rank on the promotion hiring list, in the event of a tie the Association and human resources director shall develop an impartial method to randomly assign a seniority tie distinction system.

Classification Seniority shall be used in all determinations of vacation preferences, reductions in rank, assignment, or overtime replacement lists.

- d. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or separates, unless he/she requests or requested reinstatement on or before thirty (30) days after the effective date of his/her resignation and such request is or was ultimately granted, in which case he/she shall continue to use the seniority date in effect prior to his/her resignation.
  2. Is discharged for just cause;
  3. Retires or is retired;
- e. A suspension shall not affect an employee's length of continuous service.
- f. An employee granted an unpaid leave of absence, authorized by the City Manager for the benefit of the City, in excess of three hundred and sixty five days (365) shall not incur a break in continuous service if such leave is taken for the good of the Department, including, but not limited to, leave for educational and/or professional reasons.
- g. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall have his/her seniority continued to be based on his/her last date of hire without adjustment.
- h. On or before April 1 of each year, the human resources director will post electronically and distribute by Informational Bulletin a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Association.
- i. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to the Grievance Procedure.

#### 34.2 Layoff and Recall

- a. In the event it becomes necessary to lay off employees, for any reason, employees shall be laid off in inverse order of their seniority. If a situation arises that reduces the number of positions in a rank, the affected employees will be reduced to the next rank via seniority in grade, with no reduction in pay. If the positions are reallocated, they shall be given first right of refusal to said positions. Also, if that rank is then made available due to retirement, termination or other the demoted members shall be first subject to recall, regardless of active promotion list.
- b. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status, desiring to return to work, have been recalled.

**ARTICLE 35**  
**MILITARY LEAVE**

35.1 It is accepted that a shift or workday is accepted as the employee's regularly scheduled work cycle. A twenty four hour employee work shift or day is recognized as a twenty four period, a ten hour scheduled employee is ten and so on.

35.2 An employee that elects to use military leave for attendance at active duty military events will have a total of two hundred and two hours to draw from, if they are assigned to a twenty four hour schedule as opposed to the same time frame of that as a forty hour work week employee.

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**ARTICLE 36**  
**GENERAL PROVISIONS**

36.1 Drug Free Workplace. The City and the Association agree that providing a drug-free work place is not only desirable from the perspective of the employer but also from the perspective of the employees and residents of Savannah. Both the employer and employees are interested in a safe and efficient work force which has the support and confidence of the residents it serves and provides those citizens with the best service possible. The City and Association agree to comply with the State of Georgia *Drug Free Work Place Statue*.

36.2 Employee Assistance Program (EAP) Identification. A committee of representatives from the Association, human resources and the Fire Department will create an EAP Identification program. Identifying employees who are in need and assistance is the essence of this EAP Identification program. This will include but not limit to the use of advocacy and compensation via health insurance for the IAFF Center for Excellence and Behavioral Health as a preferred method for inpatient therapy for things such as but not limited to addiction, depression, Post-Traumatic Stress Disorder, etc.

36.3 Employee Re-hire Policy. The Employee Re-hire will be consistent with HR Policy and Civil Service Charter unless amended by Civil Service.

36.4 Civil Service Provisions. The City will continue to recognize the provisions of the Civil Service Act unless amended by Civil Service.

36.5 Printing of Agreement. The City shall provide one printed copy of the labor agreement to each station within twenty-one (21) calendar days after Council ratification and signature by the parties. In addition, the agreement shall be located on the CINC electronic database under Labor and Management Agreement.

36.6 Appendices and Amendments. Provisions of this Agreement may be clarified, amended, or modified upon the written consent (Memorandum of Understanding) of the duly authorized representatives of the City and the Association. No ratification by the legislative body or represented employees shall be required on said clarification, amendment or modification. Any amendments to this Agreement shall be written, dated and signed by the duly authorized representatives of the parties and shall be subject to all the provisions of this Agreement

36.7 Health Physicals. At the conclusion of the current annual health physical contract, the City shall provide annual physicals that are in full compliance with NFPA Standard 1582. In addition, a full body ultrasound preventative screening shall be provided, to all employees, unless the employee specifically waives said screening.

36.8 Physical Fitness. Membership to gyms within the city will continue. At least one hour a day will be devoted to physical fitness, while on duty. Every member must

actively participate in the Fire Department's physical maintenance program as prescribed by the Fire Chief or designee.

36.9 Prevailing Rights. All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously.

36.10 Educational Reimbursement. All levels of degree will be eligible under the current educational reimbursement policy if job-related. Concurrently, members that apply for certification only programs such as EMT B, A, or Paramedic will be considered eligible under the educational reimbursement program.

36.11 Specialized Drivers' License Reimbursement. The City will reimburse the expense for the one time change for an employee to modify their license from passenger vehicle to Class A or B or E or F, and pay for any modifications to said license that are for city benefit and use.

36.12 Safety Gear. All personal protective ensemble (PPE) components will be approved by the joint labor and fire management safety committee and shall not exceed NFPA Standard 1581 on PPE expiration. Note - stickers no larger than 3" by 3" will be allowed to adorn a member's helmet. All PPE chosen for field use and issue will be field tested and agreed to by the aforementioned safety committee and selection process.

**END OF AGREEMENT**